

<i>SERFF Tracking Number:</i>	<i>ELCC-125866749</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Equitable Life & Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>40634</i>
<i>Company Tracking Number:</i>	<i>2020FIPO AR</i>		
<i>TOI:</i>	<i>LTC03I Individual Long Term Care</i>	<i>Sub-TOI:</i>	<i>LTC03I.001 Qualified</i>
<i>Product Name:</i>	<i>EquiCare</i>		
<i>Project Name/Number:</i>	<i>2020FIPO AR/2020FIPO AR</i>		

Filing at a Glance

Company: Equitable Life & Casualty Insurance Company

Product Name: EquiCare

SERFF Tr Num: ELCC-125866749 State: ArkansasLH

TOI: LTC03I Individual Long Term Care

SERFF Status: Closed

State Tr Num: 40634

Sub-TOI: LTC03I.001 Qualified

Co Tr Num: 2020FIPO AR

State Status: Approved-Closed

Filing Type: Form/Rate

Co Status: Submitted

Reviewer(s): Marie Bennett, Harris Shearer

Authors: Mark Banks, Jana

Disposition Date: 11/12/2008

Peterson, Kathy Foster

Date Submitted: 10/21/2008

Disposition Status: Approved

Implementation Date Requested: 12/01/2008

Implementation Date:

State Filing Description:

General Information

Project Name: 2020FIPO AR

Status of Filing in Domicile: Pending

Project Number: 2020FIPO AR

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/12/2008

State Status Changed: 11/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Submitted for your review is a premium payment option available for use with Equitable Life & Casualty Insurance Company's ("Equitable") individual tax-qualified long term care insurance policy form #LTC 2020 (B). Included in this submission are the following forms:

Form # Form Type Replaces Form #

LTC 2020 AR 08 Policy – Pages 1, 3, 19, 20 and 21 N/A

SERFF Tracking Number: ELCC-125866749 State: Arkansas
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A-LTC-08 AR Application A-LTC-05 (B) AR

OLC 2020 08 AR Outline of Coverage OLC 2020 (B) AR

PRD-FIPO Potential Rate Increase Disclosure Form New Form

The policy, application and outline of coverage were previously approved by the Arkansas Insurance Department ("Department") on March 9, 2005 (SERFF Tracking Number USPH-67FNM5595). The disclosure form #PRD-FIPO is a new form, which does not replace any previously approved form. Also included in this submission is an addendum to the actuarial memorandum for the policy, a "Frequently Asked Questions" (FAQ) regarding the new premium option and redline copies of the forms.

The new premium payment option is an attained age/increasing premium schedule called Flexible Increasing Premium Option (FIPO). FIPO is a premium payment option only. It applies to the basic plan and any optional benefits, but does not affect the underlying policy benefits and features. We believe FIPO is in compliance with the LTCI regulations of your state. It provides an affordable premium schedule both initially and later, and is an attractive premium alternative for those who might postpone purchasing long term care insurance due to the perceived high cost of the coverage.

The increasing premium schedules are available only for issue ages through 60 in order to comply with most states' LTCI regulations that premiums levelize no later than age 65. The general pattern of the schedules starts with an initial first year premium that is a percentage of the corresponding level premium. The premium increases each year, on the policy anniversary date, either as a constant dollar amount or as a constant percentage of the prior year premium. The premium increases stop at the policy anniversary after the insured has reached age 65. Thereafter the premiums are level until the policy anniversary after the insured reaches 85. The policy is then considered paid up and no further premium is due.

Four sets of premium schedules by issue age group are available. Each set consists of two factors. The first factor is the ratio of the first year premium as percentage of the corresponding level premium for the plan and options selected. The insured may select a ratio of either 50% or 66.67% of the corresponding level premium. The second factor is either the constant amount expressed as percentage of the initial first year premium or the annual premium increase percentage.

Revisions to the policy, application and outline of coverage have been made to address the new premium option. Each revision has been highlighted for your convenience. The new potential rate increase disclosure form (#PRD-FIPO) is

<i>SERFF Tracking Number:</i>	<i>ELCC-125866749</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>2020FIPO AR/2020FIPO AR</i>		

drafted in accordance with Appendix F of the NAIC Long Term Care Insurance Model Regulation and is specific to premium rate schedules. Applicants that select the increasing premium option will receive this new form at the time of application. Those applicants that do not select the increasing premium option will receive the Disclosure form #PRD, approved by the Department on March 9, 2005 (SERFF Tracking Number USPH-67FNM5595). This premium option is named "Graded Premium Option" in the outline of coverage, and will be referred to as such in any future advertising.

The following two changes to the application form are unrelated to FIPO, but have been added to aid in the underwriting process for all applicants:

Page 2: "Benefits Selection"

- Risk Class Applied For – The intent of this new subsection is to expedite the underwriting process. In accordance with our underwriting guidelines, agents may now submit applications indicating the appropriate risk classification for the applicant, whereas previously they were unable to do so.

Page 5: "Other Information"

Actively At Work – This new question regarding the applicant's working status is intended to assist in the underwriting process, as we intend to market the policy to younger ages.

Company and Contact

Filing Contact Information

Jana Peterson, Compliance Specialist	Jana.Peterson@Equilife.com
3 Triad Center	(877) 579-3782 [Phone]
Salt Lake City, UT 84180	(801) 579-3781[FAX]

Filing Company Information

Equitable Life & Casualty Insurance Company	CoCode: 62952	State of Domicile: Utah
3 Triad Center	Group Code: -99	Company Type: Life and Health
Suite 200		
Salt Lake City, UT 84180	Group Name:	State ID Number:
(801) 579-3400 ext. [Phone]	FEIN Number: 87-0129771	

Filing Fees

<i>SERFF Tracking Number:</i>	<i>ELCC-125866749</i>	<i>State:</i>	<i>Arkansas</i>
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Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	State Filing Fee
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Equitable Life & Casualty Insurance Company	\$50.00	10/21/2008	23370168

SERFF Tracking Number:	ELCC-125866749	State:	Arkansas
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TOI:	LTC03I Individual Long Term Care	Sub-TOI:	LTC03I.001 Qualified
Product Name:	EquiCare		
Project Name/Number:	2020FIPO AR/2020FIPO AR		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Harris Shearer	11/12/2008	11/12/2008

<i>SERFF Tracking Number:</i>	<i>ELCC-125866749</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>2020FIPO AR/2020FIPO AR</i>		

Disposition

Disposition Date: 11/12/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELCC-125866749 State: Arkansas

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Company Tracking Number: 2020FIPO AR

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

Product Name: EquiCare

Project Name/Number: 2020FIPO AR/2020FIPO AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		Yes
Supporting Document	FIPO FAQs		Yes
Supporting Document	Redlined Copies		Yes
Form	Long Term Care Policy Replacement Pages		Yes
Form	Application - Individual Long Term Care Insurance		Yes
Form	Outline of Coverage		Yes
Form	Potential Rate Increase Disclosure Notice		Yes
Rate	Addendum to Approved Actuarial Memorandum		Yes

SERFF Tracking Number: ELCC-125866749 State: Arkansas

Filing Company: Equitable Life & Casualty Insurance Company State Tracking Number: 40634

Company Tracking Number: 2020FIPO AR

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

Product Name: EquiCare

Project Name/Number: 2020FIPO AR/2020FIPO AR

Form Schedule

Lead Form Number: LTC 2020 AR 08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LTC 2020 AR 08	Policy/Cont	Long Term Care ract/Fratern Policy Replacement al Pages Certificate	Revised	Replaced Form #: Previous Filing #: USPH-67FNM5595		Pages 1.2.3.19.20.2 1.28 LTC 2020 AR 08.pdf
	A-LTC-08 AR	Application/ Enrollment Form	Application - Individual Long Term Care Insurance	Revised	Replaced Form #: A-LTC-05 (B) AR Previous Filing #: USPH-67FNM5595		A-LTC-08 AR.pdf
	OLC 2020 08 AR	Outline of Coverage	Outline of Coverage	Revised	Replaced Form #: OLC 2020 (B) AR Previous Filing #: USPH-67FNM5595		OLC 2020 08 AR.pdf
	PRD-FIPO	Other	Potential Rate Increase Disclosure Notice	Initial			PRD-FIPO.pdf

Equitable Life & Casualty Insurance Company

LONG TERM CARE INSURANCE POLICY

Please Read Your Policy Carefully. This Policy is a legal contract between You and Us. ***This is intended to be a Tax Qualified Long Term Care Insurance Contract (see Page {27}).*** This IS NOT a Medicare Supplement policy. If You are eligible for Medicare please review the booklet entitled *Guide to Health Insurance for People with Medicare* that You received from Us.

Free Review Period: If for any reason You are not completely satisfied with this Policy, You can return it to Us at: Equitable Life & Casualty, 3 Triad Center, Salt Lake City, UT 84180-1200; or to the agent who sold it to You, within thirty (30) days after it was delivered to You. We will then refund the premium You paid to Us and consider this Policy to never have been issued.

Coverage for Pre-Existing Conditions: Benefits will be paid for all covered losses under this policy, even those caused by a sickness, injury or physical condition that existed before the Effective Date.

Consideration: In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. ***Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see Page {24}). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life & Casualty, 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free, at 1-800-352-5150.***

Policy Renewal Conditions: THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE {OR UNTIL THE MAXIMUM LIFETIME BENEFIT PERIODS ARE REACHED} -- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS. This means You have the right to continue this Policy as long as You pay Your premium on time. We cannot change any of the terms of Your Policy on Our own, except that in the future We may change premiums. We will not change the premium for this Policy during Your first year of coverage. Thereafter, We may change the premium {rate schedule} for Your Policy, but only if We change {the premium rate schedules}{them} for all policies like Yours in Your State on a premium class basis. A premium class is a population segment of insured persons with similar characteristics such as issue age, issue year, benefits selected and rate classification. Your premium will not increase due to a change in Your {age}, health or use of benefits. You will be notified in writing at least forty-five (45) days before any premium change.

{You have chosen a Premium Rate Schedule in which Your premium will increase each year based on Your age at that time until the Policy Anniversary after You reach age sixty-five (65). After that anniversary, Your premium will not increase due to Your age and on the Policy Anniversary after You reach age eighty-five (85), Your Policy will be considered paid up with no further premium due.}

Notice to Buyer: This Policy may not cover all of the costs associated with long term care incurred by You during the period of coverage. You are advised to carefully review all Policy limitations.

Effective Date: This Policy, as signed by Our President and Secretary, begins on the Effective Date shown on Your Policy Schedule.



President



Secretary

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In this Policy the words "You", "Your" and "Yourself" refer to the Insured (and Your Insured Spouse, if applicable) as listed on Your Policy Schedule. The words "We," "Us," and "Our" refer to Equitable Life & Casualty Insurance Company.

PLEASE READ YOUR POLICY CAREFULLY

You will find other words or terms that are capitalized because they are important and have special meanings. Many of these important words or terms are first defined in the section in which they appear in this Policy. Other important words or terms are found in the DEFINITIONS section beginning on Page {21}. Most special terms are listed in the Index of Special Terms & Phrases on the back of the Policy.

POLICY SCHEDULE

In this Policy We often refer to Your Policy Schedule. This Schedule is important. It provides You information about who is insured, Your premium, the types and amounts of benefits in Your Policy, including any additional benefits You have purchased.

{All the benefits and provisions listed on this Policy Schedule apply to Your Insured Spouse to the same extent as they apply to You, as if each of You had Your own separate Policy.}

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
		Effective Date:	12/1/04
{Alternate Payor:	Bob Smith}	First Renewal Date:	12/1/05
		Policy Anniversary:	December 1

RENEWAL PREMIUMS*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Nonforfeiture Benefit	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Inflation Protection	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
TOTAL:	\$XXXX.XX	\$XXXX.XX	\$XXX.XX	\$XXX.XX

{The table above shows only the initial annual premium detail for Your Policy. The Premium Rate Schedule showing all future premiums is on page 28.}

*The Annual payment mode costs less per month than the Semi-Annual, Quarterly or Monthly Bank Draft payment modes. Please contact Our Policyowner Service Division, at {800-352-5170}, if You have any questions about Your payment options.

COACHING & CAREGIVER SUPPORT PROGRAM

An integral piece of this Policy is the Coaching & Caregiver Support Program. It overlays the Policy with access to an array of health promotion and everyday life options that allow You to design, with the assistance of trained health professionals, a personal plan that is intended to extend and maintain Your continued independence and enhance Your quality of life.

The Coaching & Caregiver Support Program is included in Your Policy for as long as Your Policy is in force, and is available to You whenever You feel You need to access this program and its services.

The Coaching & Caregiver Support Program is described in more detail beginning on Page 5.

{Shortened Benefit Period Nonforfeiture Benefit: If Your Policy has been in force for at least {three (3) years} {ten (10) years before You reach age 65 or at least two (2) years after You reach age 65}, and subsequently lapses due to nonpayment of premium, Your coverage under this Policy will continue and the lifetime benefits available to You will be equal to the total of all premiums You have paid.

Once You qualify for benefits, We will pay You the Eligible Charges You incur, up to the Facility Care or Home Care Daily Amount {, including increases accumulated under an Inflation Protection Benefit as of the date of lapse,} until the total of benefits You receive equals the total of all premiums You have paid. In no event will Your coverage under this benefit be for less than thirty (30) days of benefits.

EXAMPLE:

{If Your annual premium is \$1,000 and Your Policy lapses due to nonpayment of premium after 5 years, You would have paid a total of \$5,000 in premium.} {Your policy lapses due to nonpayment of premium after 10 years and You have paid a total of \$5,000 in premium.} Under this nonforfeiture benefit, You would then have \$5,000 in lifetime benefits available to You. If You later qualify for benefits, and Your daily amount is \$50, You could receive benefits for up to 100 days (\$50 x 100 = \$5,000). If Your Eligible Charges are less than \$50 per day, You would have a longer benefit period.

Nonforfeiture benefits are subject to the One-Time Elimination Period shown on Your Policy Schedule and all the terms, conditions, limitations and exclusions of Your Policy.}

{Automatic Compound Inflation Protection Benefits: Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) {three percent (3%)} of the previous year's Daily Amounts. {Your premium does not increase with the annual increase of Your Daily Amounts, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will terminate and no further premium will be due for this benefit when this Policy lapses for any reason, or when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page {26}).}

{Automatic Until Double Compound Inflation Protection Benefits: Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) of the previous year's Daily Amounts. These annual increases will cease once Your Facility Care and Home Care Daily Amount is double the amount You originally selected. {Your premium does not increase with the annual increase of Your Daily Amounts, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will terminate and no further premium will be due for this benefit when this Policy lapses for any reason, or when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page {26}).}

{Automatic Simple Inflation Protection Benefits: Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) {three percent (3%)} of the original Daily Amounts You selected. {Your premium does not increase with the annual increase of Your Daily Amounts, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will terminate and no further premium will be due for this benefit when this Policy lapses for any reason, or when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page {26}).}

{Deferred Compound Inflation Protection Benefits: After Your Policy has been in force for five (5) {ten (10)} years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) {three percent (3%)} of the previous year's Daily Amounts. {Your premium does not increase with the automatic increase of Your benefits, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will not apply when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page 25).}

{Deferred Simple Inflation Protection Benefits: After Your Policy has been in force for five (5) {ten (10)} years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on your Policy Anniversary by five percent (5%) {three percent (3%)} of the original Daily Amounts You selected. {Your premium does not increase with the automatic increase of Your benefits, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will not apply when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page 25).}

CONTINGENT NONFORFEITURE BENEFITS

Contingent Nonforfeiture Rights: If You should receive a {non-scheduled} premium rate increase in the future, You will be notified of the new premium amount and You will be able to exercise one of the following options:

- a) Pay the increased premium and continue Your Policy in force as is; or
- b) Reduce Your Policy benefits to a level such that {Your premium will not increase}{there will be no increase in Your current premium rate schedule}; or
- c) Exercise Your long-term care nonforfeiture option, if You purchased it; or
- d) Exercise Your Contingent Nonforfeiture Rights.

{Should the premium rate for Your Policy increase in the future} {Should there be a non-scheduled change to Your premium rate schedule in the future] and You did not buy a long-term care nonforfeiture option, You may be eligible for Contingent Nonforfeiture Benefits. You will be eligible for Contingent Nonforfeiture Benefits if Your premium {rate schedule}, after a {non-scheduled} premium increase, exceeds Your original premium {rate schedule} by the percentage shown (or more) in the table on the next page, and You lapse Your Policy (do not pay Your premium) within 120 days of written notice to You of the rate increase.

If You have not selected options a), b), or c) mentioned above, and lapse Your Policy (do not pay Your premium) within 120 days of written notice of the rate increase, We will notify You that You have automatically exercised Your Contingent Nonforfeiture Rights.

Should You exercise Your Contingent Nonforfeiture Rights, Your Policy, with its reduced maximum benefit amount, will be considered "paid up" and no further premium will be due.

The minimum nonforfeiture credit is not less than 30 times Your Facility Care Daily Amount at the time of lapse, subject to Your new Maximum Lifetime Benefit Amount. The amount of coverage You will keep (Your new Maximum Lifetime Benefit Amount) will equal the total amount of all premium You have paid since Your Policy was first issued to You, minus any benefits paid. If You have already received benefits under Your Policy, so that the remaining Maximum Lifetime Benefit Amount is less than the total amount of premium You have paid, the amount of coverage You will keep will be that remaining amount. Except for this reduced Maximum Lifetime Benefit Amount, all other Policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Example: You buy Your Policy at age {65}{55} and pay {a \$1,000 annual}{Your} premium for 10 years. You have paid a total of \$10,000 in premium. In the 11th year You receive a {non-scheduled} rate increase of {50%, for a new annual premium of \$1,500,}{90%} and You decide to lapse Your Policy. Your new "paid-up" Maximum Lifetime Benefit Amount will be \$10,000, minus any benefits paid.

**CUMULATIVE {NON-SCHEDULED} PREMIUM INCREASE OVER {INITIAL}{ORIGINAL}
PREMIUM {SCHEDULE} THAT QUALIFIES FOR CONTINGENT NONFORFEITURE BENEFITS**

Issue Age	% Increase Over {Initial}{Original} } Premium {Schedule}	Issue Age	% Increase Over {Initial}{Original} Premium {Schedule}	Issue Age	% Increase Over {Initial}{Original} Premium {Schedule}
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		

LIMITATIONS AND EXCLUSIONS

This Policy does not cover any loss:

- For a Covered Service payable under Medicare or any Federal or State law or regulation (except Medicaid) unless an Eligible Charge is made which You must pay; or
- Resulting from war or an act of war, whether declared or undeclared; or
- Occurring outside the territorial limits of the United States, except for Worldwide Temporary Coverage Benefits (see Page 16); or
- Caused by Your alcohol or drug use, unless caused by following Your doctor's prescription or orders; or
- Caused by a self-inflicted injury or attempted suicide, whether You are sane or insane; or
- For Your prescription drug or non-prescription drug charges; or
- For any service You receive while this Policy is not in force, except as provided in the Extension of Benefits provision (see page {26}), the Extended Reinstatement provision (see Page {26}) or under the provisions of any nonforfeiture benefit.

DEFINITIONS

The following definitions of certain words or terms are listed in alphabetical order.

One-Time Facility Care Elimination Period: Means the number of days of Your covered stays in a Long Term Care Facility, for which You receive a Covered Service consistent with Your Plan of Care, before benefits are payable.

You need to satisfy Your One-Time Facility Care Elimination Period, as shown on Your Policy Schedule, only once during Your lifetime.

If You are hospitalized after the Effective Date of Your Policy, and within 30 consecutive days prior to Your covered stay in a Long Term Care Facility or during Your One-Time Facility Care Elimination Period, each day of Your hospitalization will be credited toward the satisfaction of Your One-Time Facility Care Elimination Period.

{PREMIUM RATE SCHEDULE

The annual premium rates in this schedule apply to Your Policy and will remain in effect subject to Our limited right to change premiums, as described on page 1.

The premium for Your Policy will increase each year on your Policy Anniversary until the Policy Anniversary after You reach age sixty-five (65). After that, Your premium will not increase due to your age and on the Policy Anniversary after You reach age eighty-five (85), Your Policy will be considered paid up with no further premium due.

Premium Rates

Policy Year	Base Policy	{Nonforfeiture Benefit}	{Inflation Protection}	{Return of Premium}	Total	Payment Mode Total
{1	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
2	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
3	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
4	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
5	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
6	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
7	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
8	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
9	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
10	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
11	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
12	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
13	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
14	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX	\$XXXX.XX
15 – 35	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXXX.XX}	\$XXXX.XX

As shown on Your Application, the mode in which You will pay Your Premium is {Monthly Bank Draft}. Please contact our Policyowner Service Division, at {800-352-5170}, if You have any questions about Your payment options.}

Equitable Life & Casualty

Application - Individual Long Term Care Insurance

- ☐ New Business
☐ Coverage Change
☐ Add Spouse

Part I – Personal Information

Title: ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other _____

Applicant Last Name

Given Name (First / Middle)

Birthdate (mm/dd/yyyy)

SS #

Height

 ft in

Weight

 lbs

Gender

☐ Male ☐ Female

Living Status: ☐ Alone

☐ Spouse/partner

☐ Children

☐ Other _____

Street Address

City

State

Zip

Best Time to Call (3 hour interval): _____ to _____

Weekend Calls: ☐ Yes ☐ No

Daytime Phone: (____) - ____ - ____

Evening Phone: (____) - ____ - ____

Cell Phone (optional): (____) - ____ - ____

E-Mail Address (optional): _____

Title: ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other _____

2nd Applicant Last Name

Given Name (First / Middle)

Birthdate (mm/dd/yyyy)

SS #

Height

 ft in

Weight

 lbs

Gender

☐ Male ☐ Female

Living Status: ☐ Alone

☐ Spouse/partner

☐ Children

☐ Other _____

Relationship to Applicant

DOCTOR YOU USUALLY CONSULT - Your Primary Care Physician

Applicant:

Dr. Name (Last)

(First / Middle)

Street Address

City

State

Zip

Telephone

Date Last Seen - (mm-yyyy)

Reason Last Seen: _____

A-LTC-08 AR

2nd Applicant:

☐ Same as Applicant

Dr. Name (Last)

(First / Middle)

Street Address

City

State

Zip

Telephone

Date Last Seen - (mm-yyyy)

Reason Last Seen: _____

Return to Company

Page 1



Applicant:

Long Term Care Facility Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 60 Days
	<input type="checkbox"/> 4 Years - 1,460 days	<input type="checkbox"/> 90 Days
	<input type="checkbox"/> 3 Years - 1,095 days	<input type="checkbox"/> 120 Days
	<input type="checkbox"/> 2 Years - 730 days	<input type="checkbox"/> 150 Days
	<input type="checkbox"/> 1 Year - 365 days	<input type="checkbox"/> 180 Days
		<input type="checkbox"/> 365 Days

Home Care and Community Care Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 7 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 4 Years - 1,460 days	
	<input type="checkbox"/> 3 Years - 1,095 days	
	<input type="checkbox"/> 2 Years - 730 days	
	<input type="checkbox"/> 1 Year - 365 days	

Premium Option: ☐ Continuous Pay for Life
☐ Increasing Premiums to Age 65, Paid Up at Age 85*
 Initial Premium begins at: ☐ 50% ☐ 66 2/3%
 {Increase by % \$}

Risk Class Applied For:

☐ Elite ☐ Premier ☐ Select

Inflation Protection:

☐ % Compound ☐ % Simple
☐ % Deferred years ☐ Compound ☐ Simple
☐ 5% Compounded until double

or ☐ None: I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy, with and without inflation protection. I realize that based on current health care costs trends, the benefits provided by a long term care plan which does not have meaningful inflation protection may be significantly diminished in terms of real value to me, depending on the amount of time which elapses between the date I purchase the policy and the date on which I first become eligible to use them. Specifically, I have reviewed the inflation protection options and I reject inflation protection.

Nonforfeiture Benefit:

☐ Shortened Benefit Period or

☐ None: *Refusal of nonforfeiture option:* I have reviewed the outline of coverage and the explanation of nonforfeiture benefits and I reject the offered nonforfeiture option.

2nd Applicant Benefits Selection:

- ☐ The same benefits as Applicant
☐ A separate policy with the benefits checked below

Long Term Care Facility Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 60 Days
	<input type="checkbox"/> 4 Years - 1,460 days	<input type="checkbox"/> 90 Days
	<input type="checkbox"/> 3 Years - 1,095 days	<input type="checkbox"/> 120 Days
	<input type="checkbox"/> 2 Years - 730 days	<input type="checkbox"/> 150 Days
	<input type="checkbox"/> 1 Year - 365 days	<input type="checkbox"/> 180 Days
		<input type="checkbox"/> 365 Days

Home Care and Community Care Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 7 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 4 Years - 1,460 days	
	<input type="checkbox"/> 3 Years - 1,095 days	
	<input type="checkbox"/> 2 Years - 730 days	
	<input type="checkbox"/> 1 Year - 365 days	

Premium Option: ☐ Continuous Pay for Life
☐ Increasing Premiums to Age 65, Paid Up at Age 85*
 Initial Premium begins at: ☐ 50% ☐ 66 2/3%
 {Increase by % \$}

Risk Class Applied For:

☐ Elite ☐ Premier ☐ Select

Inflation Protection:

☐ % Compound ☐ % Simple
☐ % Deferred years ☐ Compound ☐ Simple
☐ 5% Compounded until double

or ☐ None: I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy, with and without inflation protection. I realize that based on current health care costs trends, the benefits provided by a long term care plan which does not have meaningful inflation protection may be significantly diminished in terms of real value to me, depending on the amount of time which elapses between the date I purchase the policy and the date on which I first become eligible to use them. Specifically, I have reviewed the inflation protection options and I reject inflation protection.

Nonforfeiture Benefit:

☐ Shortened Benefit Period or

☐ None: *Refusal of nonforfeiture option:* I have reviewed the outline of coverage and the explanation of nonforfeiture benefits and I reject the offered nonforfeiture option.

Part III – Initial Medical Questions

App.	<i>Please check "Yes" or "No" beside each question. If the answer to any part of this section (Part III) is "Yes", a policy cannot be issued to the person to whom the answer applies (do not submit).</i>	2nd App.
Yes No		Yes No

☐ ☐ 3a) In the past five years, have you had, been diagnosed, received treatment or taken medication for any of the following conditions?

- Alzheimer's disease or dementia • Memory loss requiring medical attention • Acquired Immune Deficiency Syndrome (AIDS) • HIV positive • Amputation due to disease • Cancer that spread beyond the original site • Recurrent cancer • Multiple myeloma • Cirrhosis of the liver • Hepatitis C • Kidney failure • Amyotrophic Lateral Sclerosis (ALS) • Myasthenia Gravis • Parkinson's disease • Multiple sclerosis • Systemic lupus • Organ transplant (excluding corneal) • Non-Hodgkin's Lymphoma • Polycythemia • Psychosis • Schizophrenia • Addison's Disease • Polycystic Kidney Disease • Asbestosis

☐ ☐ 3b) In the past two years:

☐ ☐ 1) Have you required supervision or assistance with Activities of Daily Living such as walking, eating, bathing, dressing, toileting, moving in or out of a bed or chair or taking medication?

☐ ☐ 2) Have any of the following been recommended, scheduled or received?

- Confinement to a Nursing Home or Assisted Living Facility • Home Health Care Services • Hospitalization due to mental illness • Treatment for alcohol or drug use • Kidney dialysis

☐ ☐ 3) Has surgery requiring general anesthesia been recommended or scheduled, but not completed?

☐ ☐ 4) Have you been prescribed a TENS (Transcutaneous electrical nerve stimulator) Unit?

☐ ☐ 3c) In the past 3 months have you used any of the following?

- Walker • 4-prong cane • Wheelchair • Motorized personal transport • Chair lift • Oxygen

☐ ☐ 3d) Have you ever had a defibrillator implanted?

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

Part IV – Additional Medical Information

3

Applicant
2nd App.

List ALL prescription medications taken at any time in the past 12 months.
(use additional sheets if necessary)

	Prescription name	Reason taking	Dosage	Last used (mm/yy)	Name, address & phone number of prescribing doctor
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					

Part IV – Additional Medical Information (*continued*)

App. Yes No		Please check "Yes" or "No" beside each question. If "Yes", <u>circle</u> all diagnoses that are applicable. If questions 4a, 4b or 4c are answered "Yes", please provide details on next page.	2 nd App. Yes No	
<input type="checkbox"/>	<input type="checkbox"/>	4a) In the past 5 years, have you had, been diagnosed, received treatment or taken medication for:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	1) Disease or disorder of the heart or circulatory system, such as bypass surgery, angioplasty, heart attack, heart murmur, cardiomyopathy, high blood pressure, high cholesterol, irregular heartbeat, stroke, transient ischemic attack (TIA or mini-stroke), congestive heart failure, aneurysm, blood clot or poor circulation?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	2) Disease or disorder of the endocrine system, such as diabetes, pancreatitis or thyroid disorder?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	3) Internal cancer , melanoma, leukemia or Hodgkin's disease?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4) Disease or disorder of the genitourinary system, such as disorders of the prostate, bladder, kidneys or reproductive organs?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	5) Disease or disorder of the gastrointestinal system, such as disorders of the esophagus, stomach, liver, intestine or colon?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	6) Disease or disorder of the nervous system, such as seizures, epilepsy, tremor, neuropathy or post-polio syndrome?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	7) Disease or disorder of the blood or immune system such as anemia, blood clotting disorder or hemochromatosis?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	8) Disease or disorder of the musculoskeletal system such as osteoporosis, arthritis, broken bone(s), joint replacement, chronic pain, polymyalgia rheumatica or fibromyalgia?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	9) Disease or disorder of the respiratory system such as chronic obstructive pulmonary disease (COPD), emphysema, asthma, sleep apnea, sarcoidosis or use of a nebulizer?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	10) Disease or disorder of the eyes or ears such as macular degeneration, retinopathy or Meniere's disease?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	11) Disease or disorder of the skin or breasts such as fibrocystic disease, Paget's disease, breast lump, psoriasis, scleroderma, or skin ulcer?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	12) Fall(s) or injuries, forgetfulness, alcohol or drug use, confusion, anxiety, depression, bipolar disorder, fainting or blackout episode(s)?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	13) Numbness or tingling in the arms, hands, legs or feet, chest pain, weakness, dizziness, weight loss, chronic fatigue or difficulty with balance?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4b) In the past 5 years, have you seen any other physician not previously mentioned?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4c) Has a doctor scheduled or recommended any tests or workup to rule out disease or to determine the cause of your health concerns that have not been completed?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4d) In the past 12 months, have you used any tobacco products such as cigarettes, cigars, chewing tobacco, snuff or pipe?	<input type="checkbox"/>	<input type="checkbox"/>

Part IV – Additional Medical Information (*continued*)

Applicant
2nd App.

Provide details for each "Yes" answer in questions 4a, 4b, and 4c

	Reason seen / condition	Last seen (mm/yy)	Surgery date (if applicable)	Name, address & phone number of doctor or clinic
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				

5

Part V – Other Information

App.
Yes No

☐ ☐

1) Are you currently employed?

a. How many hours do you work per week? _____

☐ ☐

b. In the past 12 months have you missed more than 5 days of work due to illness?

2nd App.
Yes No

☐ ☐

☐ ☐

Applicant
2nd App.

List other information you feel should be considered by Equitable in evaluating your application

<input type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/> <input type="checkbox"/>	

Part VI – Insurance History

App. Yes No		2 nd App. Yes No
<input type="checkbox"/> <input type="checkbox"/>	6a) Do you have another long term care policy or certificate in force, including health care service contract or health maintenance organization contract? If “Yes”, provide details below.	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6b) Did you have another long term care insurance policy or certificate during the last (12) months that is no longer in force? If “Yes”, provide details below.	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6c) Are you covered by Medicaid?	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6d) Do you intend to replace any of your medical or health insurance coverage with this policy? If “Yes”, provide details below.	<input type="checkbox"/> <input type="checkbox"/>

Company	Policy/Certificate #	Benefit type & amounts	Paid to (mm/yy)	Replacement?*
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

* If “Yes”, remember to complete a replacement notice

App. Yes No	If you answered “Yes” to question 6d above please complete questions 6f and 6g below.	2 nd App. Yes No
<input type="checkbox"/> <input type="checkbox"/>	6f) I have been made aware of and have considered: the potential adverse consequences of changes in my age and health as it relates to purchasing new insurance; the company’s right to challenge a claim generally within 2 years from the date of issue; and whether my current coverage could be modified to meet my needs.	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6g) I have compared the benefits and premium rates of my current long-term care or other health insurance policy to those of the long term care policy for which I am applying.	<input type="checkbox"/> <input type="checkbox"/>

Part VII – Alternate Payor (Protection Against Unintended Lapse)

I understand that an Alternate Payor is a person other than myself who will receive notice of lapse or termination of my insurance policy for nonpayment of premium. My Alternate Payor will not be notified until thirty (30) days after a premium is due and unpaid.

- ☐ I elect NOT to designate an Alternate Payor, and waive my right to an Alternate Payor.
☐ I elect to designate an Alternate Payor, named below.

Alternate Payor – (First Name - MI - Last Name)

Address

City

State

Zip

Part VIII – Premium Payment & Administration

Payor if not Applicant: ☐ List Bill ☐ Other _____

Name

Address

City

State

Zip

Part X – Agent Supplement

Yes No
All questions must be completed.

- ☐ ☐ 1. Did you personally interview the applicant(s) and witness any signatures?
- ☐ ☐ 2. State the name and relationship of any other person present when this application was taken.
Name _____ Relationship _____
- ☐ ☐ 3. Did you review the application for correctness and any omissions?
- ☐ ☐ 4. Did the applicant(s) review the application for correctness and any omissions?
- ☐ ☐ 5. In the event we are unable to issue the policy as applied for, would the applicant(s) accept an alternative policy?
- ☐ ☐ 6. Do you wish the applicant(s) to be considered for the issuance of a life insurance policy?

If "Yes", Face Amount: Applicant \$_____,000 2nd Applicant \$_____,000

Beneficiary (Applicant) _____ Relationship (Applicant) _____

Beneficiary (2nd Applicant) _____ Relationship (2nd Applicant) _____

Listed below are all other health insurance policies I have (i) sold to the Applicant(s) which are still in force; and (ii) sold to the Applicant in the last 5 years which are no longer in force. If the Applicant(s) are replacing similar long-term care coverage now in force, have you determined that this coverage is not excessive compared to the Applicant's overall health care costs and their total premiums? ☐ Yes ☐ No ☐ No replacement involved

Applicant
2nd App.

<input type="checkbox"/> <input type="checkbox"/>	Company	Type of Policy	Effective Date	In Force
<input type="checkbox"/> <input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> <input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> <input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No

Agent #1 Signature _____ Date _____

Agent #2 Signature _____ Date _____

Agent #1 Name (please print) _____ Agent # _____ Split % _____

Agent #2 Name (please print) _____ Agent # _____ Split % _____

A-LTC-08 AR (Agent Supplement)

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Return to Company

Agent Checklist

The following Checklist is intended as a helpful reminder to you of the Forms to be submitted with an Application. Applications submitted without ALL required Forms delay the underwriting process until the Forms are submitted. *Forms to be submitted to the Home Office are marked "Return to Company" and have a bar code in the middle bottom area. All forms to be left with the Applicant are marked "Leave with Applicant" in the center bottom. When all Forms have been removed the remaining binder can be thrown away.*

Forms for the Home Office

See the Producers Guide for examples of completed Forms. Please print clearly.

- ☐ **Application** (A-LTC 08 AR) — All Sections must be completed
- ☐ **Health Information Authorization** (HHA-04) — **one for each Applicant** for the release of health information
- ☐ **Personal Worksheet** (SPW) — for suitability of sale compliance
- ☐ **Coverage Comparison** (CC) — for a replacement case or competing sale; when not applicable, destroy the form
- ☐ **Replacement Notice** (LTC-RN) — complete both Notices - when not a replacement case, destroy both forms

Forms for the Applicant

- ☐ Health Information Authorization(HHA-04)
- ☐ Replacement Notice (if needed) (LTC-RN)
- ☐ Outline of Coverage (OLC 2020 08 AR)
- ☐ Receipt
- ☐ Notice of Information Practices & Privacy Policy
- ☐ LTC Potential Rate Increase Disclosure
- ☐ Things You Should Know Before You Buy LTC Insurance

Other Items to Remember

Deliver the **Shoppers Guide to Long Term Care Insurance**. Applicants age 65 or older receive the **Guide to Health Insurance for People with Medicare**. Additional Forms can be ordered by calling 1-800-352-5125 or by visiting our exclusive producers website: www.EquiLine.com.

2020000008

Outline of Coverage

Equitable Life & Casualty
3 Triad Center
Salt Lake City, Utah 84180-1200
1-800-352-5150

Long Term Care Insurance Outline of Coverage Policy Form 2020

CAUTION: The issuance of this long term care insurance policy is based upon your responses to the questions on your application. A copy of your application is attached to your policy. If your answers are incorrect or untrue, the company may have the right to deny benefits or rescind your policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact the company at 3 Triad Center Salt Lake City, UT 84180-1200.

(1) POLICY DESIGNATION. This policy is an individual policy of insurance issued in the State of Arkansas.

(2) PURPOSE OF OUTLINE OF COVERAGE. This Outline of Coverage provides a very brief description of some of the important features of the policy. **This is not the insurance contract and only the actual policy provisions will control the rights and obligations of the parties to it.** The policy itself sets forth in detail those rights and obligations applicable to both you and your insurance company. It is very important, therefore, that you **READ YOUR POLICY CAREFULLY!**

(3) FEDERAL TAX CONSEQUENCES. This policy is intended to be a qualified long term care insurance contract as defined by the Internal Revenue Code §7702B(b), as amended.

4) TERMS UNDER WHICH THIS POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED.

THIS POLICY IS GUARANTEED RENEWABLE. PREMIUMS ARE SUBJECT TO CHANGE. This means you have the right, subject to the terms of your policy, to continue this policy as long as you pay your premiums on time. We cannot change any of the terms of your policy on our own, except that, in the future WE MAY INCREASE THE PREMIUM YOU PAY.

Waiver of Premium: Upon satisfaction of the One-Time Facility Care Elimination Period and after Long Term Care Facility Benefits have been paid for 90 consecutive days of a covered stay in a Long Term Care Facility, we will waive the payment of premium that becomes due for that insured

person during that stay. Waiver of Premium will end when benefits are no longer payable. Waiver of Premium does not apply to the receipt of Home Care and Community Care Benefits.

(5) TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS. We reserve the right to change your premium on any due date following your first year of coverage, but only if we change them for all policies like yours in your State on a premium class basis. A premium class is a population segment of insured persons with similar characteristics such as issue age, issue year, benefits selected and rate classification. Your premium will not increase due to a change in your health or use of benefits. Additionally, if You choose the Continuous Pay for Life Option, your premium will not increase due to a change in your age. If you choose the Graded Premium Option, your premium will increase each year based on your age until the policy anniversary after you reach age sixty-five (65). After that anniversary, your premium will not increase due to your age and on the policy anniversary after you reach age eighty-five (85), your policy will be considered paid up with no further premium due. You will be notified in writing at least forty-five (45) days before your premium changes.

(6) TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED. You have a 30 day right to look the policy over. If you are not satisfied, return the policy for a full refund. The policy also provides for a return of premium paid which covers a period beyond the month of your death or your cancellation of the policy.

(7) THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the *Guide to Health Insurance for People with Medicare* available from the insurance company. Neither Equitable Life & Casualty nor its agents represent Medicare, the Federal Government or any State Government.

(8) LONG-TERM CARE COVERAGE. Long term care insurance is designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, assisted living facility, in the community, or in the home. Coverage is provided for the benefits outlined in Paragraph (9). The benefits described in

Outline of Coverage

Paragraph (9) may be limited by the Limitations and Exclusions in Paragraph (10). The policy provides coverage in the form of reimbursement benefits for covered long-term care expenses incurred, subject to policy limitations.

(9) BENEFITS PROVIDED BY THIS POLICY.

(A) LONG TERM CARE FACILITY BENEFITS.

Long Term Care Facility Benefits: The policy will pay your Eligible Charges, up to the Facility Care Daily Amount, for Nursing Care Services you receive under a Plan of Care while you are confined to a Long Term Care Facility. These benefits are subject to the One-Time Facility Care Elimination Period and the Facility Care Maximum Benefit Period. A Long Term Care Facility may be known as a nursing home, intermediate care facility, skilled nursing facility, assisted living facility, residential care facility, personal care facility, hospice facility or an Alzheimer's care facility or unit.

Room Reservation Benefits: When you are eligible for benefits and are admitted as an in-patient to a hospital during a covered stay in a Long Term Care Facility, the policy will pay the Long Term Care Facility daily charge you incur, up to the Facility Care Daily Amount, to reserve your room for up to thirty (30) days of such charges in any twelve (12) month period. Days on which Room Reservation Benefits are paid are subject to the One-Time Facility Care Elimination Period and will count toward the Facility Care Maximum Benefit Period and Facility Care Maximum Lifetime Benefit Period.

Long Term Care Facility Restoration of Benefits: The policy will restore your Facility Care Maximum Benefit Period, subject to the Facility Care Maximum Lifetime Benefit Period, when: you are discharged from a covered stay in a Long Term Care Facility for which we paid benefits; and at least 180 consecutive days pass from the date you are discharged; and during all of that time you: can perform 5 or more Activities of Daily Living (ADLs) and do not require or receive Substantial Assistance; or are shown to be cognitively impaired but do not require or receive Substantial Supervision. Restoration of Benefits is subject the Facility Care Maximum Lifetime Benefit Period.

(B) HOME CARE AND COMMUNITY CARE BENEFITS.

Home Care and Community Care Benefits: The policy will pay your Eligible Charges, up to the Home Care Daily Amount, for each day you receive Home Care Services or Community Care Services under a Plan of Care, from a Home Care Provider or for Community Care Services in an Adult Day Care Facility. These benefits are subject to the One-Time Home Care Elimination Period and the Home Care Maximum Benefit Period. Home Care Services include nursing care; physical therapy; occupational therapy; speech therapy; medical-social services; nutritionist serv-

es; supervision services; aide and homemaker services, and hospice care. Community Care Services are those services provided in an Adult Day Care Facility.

Informal Caregiver Benefits: The policy may pay, in lieu of all other Home Care or Community Care benefits, an amount up to 50% of the Home Care Daily Amount for Home Care Services provided by a qualified member(s) of your family or other qualified person(s), when: you are eligible for benefits; and your qualified family member(s) or other qualified person(s) is approved by us; and a Plan of Care for Informal Caregiver Benefits is pre-approved by us. Your qualified family member(s) or other qualified person(s) approved to provide Home Care Services to you cannot live with you, or you with them, while providing Home Care Services to you. Informal Caregiver Benefits are payable for up to a lifetime maximum of 365 days (1 year) of Home Care Services. Days on which Informal Caregiver Benefits are paid are subject to the One-Time Home Care Elimination Period and will count toward the Home Care Maximum Benefit Period and Home Care Maximum Lifetime Benefit Period.

Unpaid Caregiver Training Benefits: The policy will pay the charges incurred for the training of informal, unpaid caregivers to become qualified to provide Home Care Services to you. Unpaid Caregiver Training Benefits are payable when it is reasonably expected that the training of informal, unpaid caregivers will allow you to remain at home, or will make it possible for you to return home. The Unpaid Caregiver Training Benefit is a lifetime maximum amount that is equal to ten (10) times the Home Care Daily Amount. Payment of Unpaid Caregiver Training Benefits is not subject to the One-Time Home Care Elimination Period and will not count toward the Home Care Maximum Benefit Period or Home Care Maximum Lifetime Benefit Period.

Respite Benefits: When you are eligible for benefits, the policy will pay the Eligible Charges, up to the Facility Care Daily Amount for Long Term Care Facility services, or up to the Home Care Daily Amount for Home Care and Community Care services, when those services are provided to you while an informal, unpaid caregiver is temporarily relieved from providing those services to you. Respite Benefits will be paid for up to twenty-one (21) days of such charges in any twelve (12) month period. Days for which Respite Benefits are paid are not subject to the One-Time Elimination Periods and do not apply toward the Maximum Benefit Periods or Maximum Lifetime Benefit Periods.

Home Care and Community Care Restoration of Benefits: The policy will restore your Home Care Maximum Benefit Period, subject to the Home Care Maximum Lifetime Benefit Period, when: you no longer receive a Home Care Service or Community Care Service for which we paid benefits; and at least 180 consecutive days pass from the last date you

Outline of Coverage

received a Home Care Service or Community Care Service for which the policy paid benefits; and during all of that time you: can perform 5 or more Activities of Daily Living (ADLs) and do not require or receive Substantial Assistance; or are shown to be cognitively impaired but do not require or receive Substantial Supervision. Restoration of Benefits is subject the Home Care Maximum Lifetime Benefit Period.

(C) ADDITIONAL BENEFITS.

Look Back Benefits: You may have started receiving services in a Long Term Care Facility, or Home Care Services and Community Care Services, before a Plan of Care has been completed. During the development of your Plan of Care, the policy pays the Eligible Charges, up to the Daily Amount applicable to the benefits you are qualified to receive, for each day you receive a Covered Service(s) that would otherwise have been consistent with and payable under your Plan of Care, up to a maximum period of no more than twenty-one (21) consecutive days prior to the completion of your Plan of Care. Days for which Look Back Benefits are available are subject to the One-Time Elimination Periods and count toward the Maximum Benefit Period and Maximum Lifetime Benefit Period applicable to the benefits you are qualified to receive.

Worldwide Temporary Coverage Benefits: When you are eligible for benefits, the policy pays the charges incurred (in equivalent American dollars using the rate of exchange as of the date we process your benefits), up to the Daily Amount applicable to the benefits you are qualified to receive, if you 1) are traveling on a business trip or personal recreation trip outside of the United States which is not scheduled to exceed 90 days; and 2) receive a service that would be a Covered Service in a Plan of Care. Worldwide Temporary Coverage benefits are payable for up to 90 consecutive days of services. Days on which we pay Worldwide Temporary Coverage Benefits are subject to the One-Time Elimination Periods and count toward the Maximum Benefit Period and Maximum Lifetime Benefit Period applicable to the benefits you are qualified to receive. Worldwide Temporary Coverage Benefits are not payable for services received in any country where payment is prohibited under sanctions specified by the United States Department of the Treasury's Office of Foreign Assets Control.

Refund of Premium at Death: We will refund that part of any premium paid which covers the period beyond the policy month of the date of your death.

Alternate Care Benefits: When you are eligible for benefits, we may agree to pay benefits for services, supplies or equipment not covered in the policy, under a Plan of Care approved by us which would avoid, delay or reduce your stay in a Long Term Care Facility. Alternate Care Benefits may be payable when: 1) they are in lieu of Nursing Care

Services provided in a Long Term Care Facility covered in the policy; and 2) we determine they are an appropriate alternative that meets your care needs, while at the same time are a cost effective alternative for us; and 3) we pre-approve a Plan of Care for the payment of Alternate Care Benefits; and 4) the services provided are consistent with the Plan of Care. Days for which we pay Alternate Care Benefits are subject to the provisions of your policy with respect to any Covered Service(s) for which Alternate Care Benefits are a substitute. Payment of Alternate Care Benefits is subject to the One-Time Home Care Elimination Period, Home Care Daily Amount, Home Care Maximum Benefit Period and Home Care Maximum Lifetime Benefit Period.

Home Modification Expenses: When you are eligible for benefits, we may agree to pay benefits, as Alternate Care Benefits, for modifications to your Home which, if provided, would reasonably be expected to allow you to remain at Home or return Home. Home Modification Expenses must be pre-approved. Benefits payable for pre-approved Home modifications will be limited to a lifetime amount of no more than sixty (60) times the Home Care Daily Amount. Benefits paid for Home Modification Expenses will be divided by the Home Care Daily Amount and that number will be the number of days to be applied toward the current Home Care Maximum Benefit Period or next Home Care Maximum Benefit Period, whichever is applicable.

Christian Science Providers: When you are eligible for benefits, we may agree to pay benefits, as Alternate Care Benefits, for: services you receive which are provided to you in your Home by an accredited Christian Science Nurse listed in the Christian Science Journal; or services you receive while a resident inpatient in a Christian Science nursing organization/facility then currently recognized by the Commission for Accreditation of Christian Science Nursing Organizations / Facilities, Inc. Christian Science Providers benefits are payable when they are in lieu of Covered Services provided in facilities covered in the policy and are included in a Plan of Care pre-approved by us. Days for which Christian Science Providers benefits are paid are subject to the One-Time Elimination Periods, Daily Amounts, Maximum Benefit Periods and Maximum Lifetime Benefit Periods applicable to the benefits you are qualified to receive.

(D) ELIGIBILITY FOR PAYMENT OF BENEFITS.

You are eligible for benefits when you are determined to be Chronically Ill, which means:

- 1) You cannot perform, without Substantial Assistance, at least two (2) Activities of Daily Living (ADLs), for a period that is expected to last at least 90 consecutive days, due to a loss of functional capacity; or

Outline of Coverage

- 2) You require Substantial Supervision to protect you from threats to your health and safety due to a Severe Cognitive Impairment; and
- 3) We are provided with the written Assessment and certification of Licensed Health Care Practitioner designated by us of your inability to perform 2 or more ADLs or of your Severe Cognitive Impairment.

(E) CONDITIONS.

To receive the benefits in the policy, you must:

- a) Begin to receive care on or after the Effective Date; and
- b) Receive a Qualified Long Term Care Service that is a Covered Service consistent with a Plan of Care prescribed by a Care Planner; and
- c) Satisfy the One-Time Elimination Period applicable to the benefits you are qualified to receive; and
- d) Have not reached the Maximum Benefit Period or Maximum Lifetime Benefit Period applicable to the benefits you are qualified to receive.

(F) IMPORTANT DEFINITIONS.

Substantial Assistance: Means hands-on assistance; which is the continual physical assistance of another person without which you would be unable to perform any two (2) or more of the Activities of Daily Living (ADLs).

Activities of Daily Living (ADLs): For the purpose of determining if you are eligible for benefits in the policy, the following six (6) specific Activities of Daily Living are and mean:

1. **Bathing** -- Your ability to wash yourself by sponge bath in either a tub or shower, including the task of getting into or out of the tub or shower. It does not include only washing your hair.
2. **Continence** -- Your ability to maintain control of bowel and bladder function; or when you are unable to maintain control of bowel or bladder function, your ability to perform associated personal hygiene, including caring for a catheter or a colostomy bag.
3. **Dressing** -- Your ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. **Eating** -- Your ability to feed Yourself by getting food into your body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously. It does not include meal preparation or set-up.
5. **Toileting** -- Your ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.

6. **Transferring** -- Your ability to move into or out of a bed, a chair or a wheelchair. It does not include the task of getting into or out of a tub or shower.

Substantial Supervision: Means the continual direction and aid of another person, which may include cueing by verbal prompting, gestures or other demonstrations, that is necessary to protect you from threats to your health or safety including, but not limited to, such threats as may result from wandering.

Severe Cognitive Impairment: Means the deterioration or loss of your intellectual or mental capacity, as determined by clinical tests and evidence, resulting in Your need for Substantial Supervision to properly care for yourself and to protect you from threats to your health and safety.

Licensed Health Care Practitioner: Means a physician (as defined in Sec. 1861(r)(1) of the Social Security Act), a registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States.

Care Planner: Means a Licensed Health Care Practitioner designated by us, such as a registered nurse, licensed social worker or occupational therapist. This person must be licensed where required, act within the scope of that license and may not be related to you by blood or marriage.

Covered Service: Means a service you receive from an eligible caregiver for which a benefit may be payable under this policy. A Covered Service includes Community Care Services, Home Care Services, Nursing Care Services and Qualified Long Term Care Services.

Qualified Long Term Care Services: Means those necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services which are required by a Chronically Ill individual and provided in a Plan of Care prescribed by a Licensed Health Care Practitioner. Qualified Long Term Care Services DO NOT include: physician services; hospital (inpatient or outpatient) services; radiology or laboratory services; prescription or non-prescription drugs; medical supplies; transportation; or items and services requested by you for beautification, comfort, convenience or entertainment.

One-Time Elimination Period: Means the One-Time Facility Care Elimination Period, which is the number of days of a stay in a Long Term Care Facility before benefits are payable; and the One-Time Home Care Elimination Period, which is the number of days during which you receive a Home Care Service or Community Care Service before benefits are payable. Each One-Time Elimination Period needs to be satisfied only once.

Outline of Coverage

Maximum Benefit Period: Means the number of days we will pay benefits for Long Term Care Facility Benefits and for Home Care and Community Care Benefits, subject to the Maximum Lifetime Benefit Period.

Maximum Lifetime Benefit Period: Means the total number of days which we will pay Long Care Facility Benefits or Home Care and Community Care Benefits for all restored benefit periods.

Plan of Care: Means a written individualized plan of services developed by you and a Care Planner and approved by us, which specify your long term care needs, the type, frequency and providers of services appropriate to meet those needs, and the costs, if any, of those services. The Plan of Care will be modified by the Care Planner as required to reflect changes in your functional or cognitive abilities and your care service needs. Your Plan of Care may contain services which you choose to receive but which are not Covered Services payable under the policy.

(10) LIMITATIONS AND EXCLUSIONS. The policy contains no waiting period for pre-existing health conditions disclosed on the application.

This policy does not cover any loss:

- a) For a Covered Service(s) payable under Medicare or any Federal or State law or regulation (except Medicaid) unless an Eligible Charge is made which you must pay; or
- b) Resulting from war or an act of war, whether declared or undeclared; or
- c) Occurring outside the territorial limits of the United States, except for Worldwide Temporary Coverage Benefits; or
- d) Caused by your alcohol or drug use, unless caused by following your Doctor's prescription or orders; or
- e) Caused by a self-inflicted injury or attempted suicide, whether you are sane or insane; or
- f) For your prescription drug or non-prescription drug charges; or
- g) For any Covered Service you receive while this policy is not in force, except as provided in the Extension of Benefits provision, the Extended Reinstatement provision or under the provisions of any nonforfeiture benefit.

THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

(11) RELATIONSHIP OF COST OF CARE AND BENEFITS. Because the cost of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. For an additional premium payment, you may purchase one of the optional Inflation Protection Benefits described below. If you choose the Continuous Pay for Life Option, your premium will not increase with the automatic increase in benefits, subject to our limited right to change premiums.

Automatic Compound Inflation Protection Benefits: The Facility Care Daily Amount and Home Care Daily Amount automatically increase each year on your policy Anniversary by five percent (5%) or three percent (3%) of the previous year's Daily Amounts.

Automatic Until Double Compound Inflation Protection Benefits: The Facility Care Daily Amount and Home Care Daily Amount automatically increase each year on your policy Anniversary by five percent (5%) of the previous year's Daily Amounts. These annual automatic increases will be capped at twice the Facility Care Daily Amount and Home Care Daily Amount originally selected.

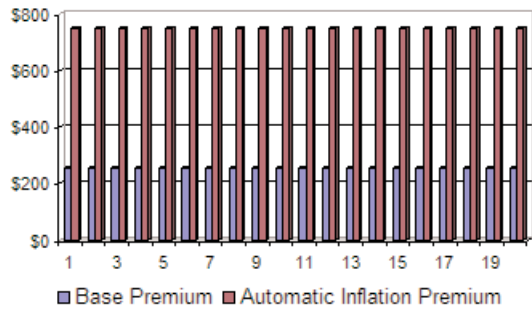
Automatic Simple Inflation Protection Benefits: The Facility Care Daily Amount and Home Care Daily Amount automatically increase each year on your policy Anniversary by five percent (5%) or three percent (3%) of the original Daily Amounts selected.

Deferred Compound Inflation Protection Benefits: After Your Policy has been in force for five (5) or ten (10) years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) or three percent (3%) of the previous year's Daily Amounts.

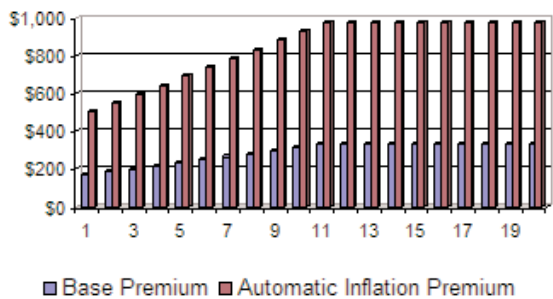
Deferred Simple Inflation Protection Benefits: After Your Policy has been in force for five (5) or ten (10) years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on your Policy Anniversary by five percent (5%) or three percent (3%) of the original Daily Amounts You selected.

Outline of Coverage

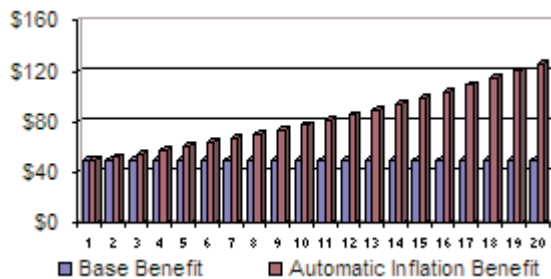
Automatic Compound Inflation Option:
Premium by Policy Year - Continuous Pay for Life Option



Automatic Compound Inflation Option:
Premium by Policy Year - Increasing Premium Option
(Year 1 = Age 55 & Year 11 = Age 65)



Automatic Compound Inflation Option
Benefits by Policy Year



(12) ALZHEIMER'S DISEASE, OTHER ORGANIC BRAIN DISORDERS, AND BIOLOGICALLY BASED BRAIN DISEASES/SERIOUS MENTAL ILLNESS.

The policy provides coverage for insureds clinically diagnosed as having Alzheimer's disease or related degenerative illnesses, and illnesses involving dementia; and biologically based brain diseases and serious mental illness.

(13) PREMIUM. Total annual premium for this policy, or if you choose the Increasing Premium Option, the total annual premium for the first year of coverage under this policy, including additional benefits purchased is _____. The policy has a 31-day Grace Period. This means if a premium is not paid on or before the date it is due, it may be paid dur-

ing the following 31 days. During the Grace Period the policy stays in force.

(14) OFFER OF NONFORFEITURE BENEFITS. There is a Nonforfeiture Benefit option offered with your policy for the payment of additional premium. If you select this nonforfeiture benefit, it will be included your policy.

Shortened Benefit Period: This option will keep benefits available to you should your policy lapse due to nonpayment of premium. If you later qualify for benefits, we will pay the eligible charges you incur, up to your daily amount until the amount of total benefits equals the total amount of premium paid by you. In no event, however, will you receive less than 30 days of benefits.

If you choose the Continuous Pay for Life Option, the policy must be in force for at least 3 years before this benefit is available. If you choose the Increasing Premium Option, the policy must be in force for at least 10 years before You reach age 65 or at least 2 years after You reach age 65 before this benefit is available.

In addition, the policy contains a Contingent Nonforfeiture Benefit that is included without the payment of additional premium.

Contingent Nonforfeiture Benefit: If you receive a premium rate increase in the future, or a non-scheduled change to your original premium rate schedule, you will be notified of the new premium amount and you will be able to exercise at least one of the following options: (a) pay the increased premium and continue your policy in force as is; (b) reduce your policy benefits to a level such that your current premiums or current premium schedule will not change; (c) exercise your long-term care nonforfeiture option, if purchased; or (d) exercise your Contingent Nonforfeiture rights. This option is available if you do not purchase a long-term care nonforfeiture option mentioned in (c) above.

Should the premium rate for your policy go up in the future and you did not buy a nonforfeiture option, you may be eligible for this Contingent Nonforfeiture Benefit. You will be eligible to keep coverage under this policy if your premium is increased, or there is a non-scheduled change to your original premium schedule, to a level that results in a substantial cumulative increase in the premium rates for the policy and you lapse your policy (do not pay any more premium due) within 120 days of the increase.

The minimum nonforfeiture credit shall not be less than 30 times the daily nursing home benefit at the time of lapse, subject to maximum benefits. The amount of coverage (your new lifetime maximum benefit amount) you will keep will equal the total amount of premiums you have paid since

Outline of Coverage

your policy was first issued to you. If you have already received benefits under the policy, so that the remaining lifetime maximum benefit amount is less than the total amount of premiums you have paid, the amount of coverage you will keep will be that remaining amount. Except for this reduced lifetime maximum benefit amount, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Should you choose this Contingent Nonforfeiture Benefit option, your policy, with this reduced maximum benefit amount, will be considered "paid-up" and no further premiums will be due.

If you have not elected options (a), (b), or (c) mentioned above, and lapse your policy (do not pay any more premium due) within 120 days of the increase, we will notify you that you have automatically elected to convert your policy to "paid-up" status.

(15) ADDITIONAL FEATURES. The policy is medically underwritten. We review your medical history before we issue the policy. Information about your medical history is always kept confidential.

Protection Against Unintentional Lapse: You may select a person (an Alternate Payor) to receive a notice of the renewal premium due if not paid during the Grace Period. Notice will not be given until 30 days after a premium is due and unpaid. Notice will be sent to you and your Alternate Payor by first class United States mail, postage prepaid. This notice shall be deemed to have been given as of 5 days after the date of mailing.

Extended Reinstatement: If the policy lapses due to your cognitive impairment or loss of functional capacity, we will reinstate the policy upon receiving proof of such impairment within 6 months of the date of lapse and the payment of all past due premium.

Rate Guarantee: We will not change the premium for this policy during your first year of coverage. Thereafter, the company reserves the right to change premium rates for all policies of the same class. We will notify you at least 45 days before any premium change.

The Coaching and Caregiver Support Program: An integral piece of the policy is the Coaching & Caregiver Support Program. It overlays the policy with access to an array of health promotion and everyday life options that allow you to design, with the assistance of trained health professionals, a personal plan that is intended to extend and maintain your continued independence and enhance your quality of life. The Coaching & Caregiver Support Program is included in the policy for as long as you have it, and is available to you whenever you feel you need to access this program and its services. The Coaching & Caregiver Support Program is described in detail in the policy.

(16) CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE POLICY.

The State Health Insurance Assistance Program in your state is listed in the *Shopper's Guide to Long-Term Care Insurance*.



Equitable Life & Casualty, 3 Triad Center, Salt Lake City, Utah 84180 • 1-800-352-5150

1. **Premium Rate Schedule:** The premium rate schedule that is applicable to you, and that will be in effect until a request is made and approved with the State Department of Insurance for an increase, is attached to the policy.
2. **The premium rate schedule for this policy will be attached to the policy.**
3. **Rate Schedule Adjustments:** Any premium rate schedule adjustment will be effective on the next anniversary date or the next billing date. The new rate schedule will remain in effect until another request is made and approved by the State Department of Insurance. You will receive a revised premium rate schedule if the premium rate schedule is changed.
4. **Potential Rate Revisions:**
This policy is Guaranteed Renewable. This means that the rates for this product may be increased in the future. Your rates can NOT be increased due to your declining health, but your rates may go up based on the experience of all policyholders with a policy similar to yours.

If you receive a premium rate schedule increase in the future, you will be notified of the new premium amount and you will be able to exercise at least one of the following options:

- Pay the increased premium and continue your policy in force as is.
- Reduce your policy benefits to a level such that there will be no increase in your current premium rate schedule, subject to state law minimum standards.
- Exercise your long-term care nonforfeiture option, if purchased. This option is available for purchase for an additional premium.
- Exercise your Contingent Nonforfeiture rights.* This option is available if you do not purchase a separate nonforfeiture option.

***Contingent Nonforfeiture Rights**

If the premium rate schedule for your policy goes up in the future and you didn't buy a long-term care nonforfeiture option, you may be eligible for contingent nonforfeiture. Here's how to tell if you are eligible:

You will keep some long-term care insurance coverage, if:

- Your premium rate schedule after the increase exceeds your original premium rate schedule by the percentage shown, or more, in the table on the next page; and
- You lapse (not pay more premiums) within 120 days of the increase.

The amount of coverage, new lifetime maximum benefit amount, etc., you will keep will equal the total amount of premiums you have paid since your policy was first issued. If you have already received benefits under the policy, so that the remaining maximum benefit amount is less than the total amount of premiums you have paid, the amount of coverage will be that remaining amount.

Except for this reduced lifetime maximum benefit amount, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Should you choose this Contingent Nonforfeiture option, your policy, with this reduced maximum benefit amount, will be considered "paid-up" with no further premiums due.

Long Term Care Insurance Potential Rate Increase Disclosure Form (continued)

Example:

- You bought the policy at age 55 and paid your annual premium for 10 years, so you have paid a total of \$10,000 in premium.
- In the eleventh year, your premium rate schedule is increased by 90% and you decide not to pay any more premiums causing your policy to lapse.
- Your "paid-up" policy benefits are \$10,000, provided you have at least \$10,000 of benefits remaining under your policy.

Contingent Nonforfeiture Cumulative Non-Scheduled Premium Increase over Original Premium Schedule That Qualifies for Contingent Nonforfeiture

Percentage increase is cumulative from date of original issue. It does NOT represent a one-time increase.

Issue Age	Percent Increase Over Original Premium Schedule	Issue Age	Percent Increase Over Original Premium Schedule
29 and under	200%	72	36%
30-34	190%	73	34%
35-39	170%	74	32%
40-44	150%	75	30%
45-49	130%	76	28%
50-54	110%	77	26%
55-59	90%	78	24%
60	70%	79	22%
61	66%	80	20%
62	62%	81	19%
63	58%	82	18%
64	54%	83	17%
65	50%	84	16%
66	48%	85	15%
67	46%	86	14%
68	44%	87	13%
69	42%	88	12%
70	40%	89	11%
71	38%	90 and over	10%

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<i>SERFF Tracking Number:</i>	<i>ELCC-125866749</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Equitable Life & Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>40634</i>
<i>Company Tracking Number:</i>	<i>2020FIPO AR</i>		
<i>TOI:</i>	<i>LTC03I Individual Long Term Care</i>	<i>Sub-TOI:</i>	<i>LTC03I.001 Qualified</i>
<i>Product Name:</i>	<i>EquiCare</i>		
<i>Project Name/Number:</i>	<i>2020FIPO AR/2020FIPO AR</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	ELCC-125866749	State:	Arkansas
Filing Company:	Equitable Life & Casualty Insurance Company	State Tracking Number:	40634
Company Tracking Number:	2020FIPO AR		
TOI:	LTC03I Individual Long Term Care	Sub-TOI:	LTC03I.001 Qualified
Product Name:	EquiCare		
Project Name/Number:	2020FIPO AR/2020FIPO AR		

Rate/Rule Schedule

Review Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
	Addendum to Approved LTC 2020 AR 08 Actuarial Memorandum	New			Addendum to Act Memo 7 11 08.pdf

Equitable Life and Casualty Insurance Company

Addendum to

ACTUARIAL MEMORANDUM

for

Policy Form Series 2020

This addendum to the Actuarial Memorandum for Policy Form 2020 describes the actuarial basis for a set of increasing premium schedules in addition to the level premium payable for life schedules previously approved.

Purpose of Premium Schedules

Long Term Care Insurance (LTCI) policy with adequate coverage is relatively expensive to many Americans. Affordability has often been cited as one of the main reasons why potential purchasers are reluctant to buy¹. Increasing premium schedules have been developed to provide customers more choices in paying for the LTCI coverage.

Premium Schedule Description

Increasing premium schedules are available only for issues ages through 60. The schedules vary by issue age. The general pattern of the schedules starts with an initial first year premium that is a percentage of the corresponding level premium payable for life. Premium increases each year either as a constant amount or as a constant percentage of the prior year premium. The increases stop at policy anniversary after attained age 65. Thereafter premiums are level until policy anniversary at attained age 85. There is no future premium afterward.

Four sets of premium schedules by issue age group are available. Each set consists of two factors. The first factor is the ratio the first year premium as percentage of the corresponding level premium for the plan and options selected. The second factor is either the constant amount expressed as percentage of the initial first year premium or the annual premium increase percentage.

¹ *Who Buys Long-Term Care Insurance?* America's Health Insurance Plans, April 2007, page 44.

The four sets of increasing premium schedules are as follows:

Constant Annual Amount Increase

<i>Issue Age</i>	<i>18 – 45</i>	<i>46 - 50</i>	<i>51 - 55</i>	<i>56 - 60</i>
First Year Premium as % of Level Premium	50%	50%	50%	66%
Annual Premium Increase as % of Initial Premium	12.0%	13.7%	16.9%	20.3%
First Year Premium as % of Level Premium	66%	66%	66%	66%
Annual Premium Increase as % of Initial Premium	6.7%	7.7%	9.5%	20.3%

Constant Annual Percentage Increase

<i>Issue Age</i>	<i>18 – 45</i>	<i>46 - 50</i>	<i>51 - 55</i>	<i>56 - 60</i>
First Year Premium as % of Level Premium	50%	50%	50%	66%
Annual Premium Increase	6.7%	7.9%	10.0%	10.0%
First Year Premium as % of Level Premium	66%	66%	66%	66%
Annual Premium Increase	4.6%	5.5%	6.8%	10.0%

The above schedules are designed to conform with the NAIC LTCI Model Regulations. Exhibit I is an example comparing a level premium with an increasing premium schedule.

In case of future rate increases due to unfavorable experience, the entire premium schedule will be increased by a constant factor.

Impact on Policy Benefits

Once a plan and the associated options are selected by the buyer, the level premium payable for life is determined based on the issue age. An alternative increasing premium schedule can then be determined using the factors above which are also based on issue age. The premium schedule itself does not change the benefits and options chosen. The company's procedures for benefit changes after issue apply equally to both level premium and increasing premium policies.

Actuarial Assumptions

The actuarial assumptions used in deriving the premium schedules are identical to those assumptions used for level premiums. The actuarial assumptions are described in the original actual memorandum for Form Series 2020.

The expected lifetime loss ratio is 59% for policies with increasing premium schedules issued under the specified issue age range and inflation protection options (see Exhibit II).

Active Life Reserves

Let

x	=	issue age
t	=	policy year, $t = 0, 1, 2, 3, \dots$
GP_t	=	Gross premium for policy year t
NP_t	=	Net valuation premium for policy year t
$PVFB_t$	=	Present value of future benefits at end of policy year t
$PVFGP_t$	=	Present value of future gross premiums at end of policy year t
$NP\%$	=	Uniform % of net premium to gross premiums
$PVFNP_t$	=	Present value of future net premiums at end of policy year t .
V_t	=	Active life reserve at end of policy year t

Then:

$$NP\% = PVFB_1 \div PVFGP_1 \text{ (one year preliminary term, where the future benefits are based on 105\% of pricing claim cost assumptions and all present values are determined using persistency assumption as described below and a valuation interest rate)}$$

$$NP_t = NP\% \times GP_t$$

$$V_t = PVFB_t - PVFNP_t$$

Actuarial Certification

I, Richard E. Klar, Jr., am the Corporate Actuary for Equitable Life & Casualty. I am a member of the American Academy of Actuaries and an Associate of the Society of Actuaries. I meet the Academy's qualification standards for rendering this opinion and am familiar with the requirements for filing long term care insurance premiums.

In my opinion, the initial premium rates are sufficient to cover anticipated costs under moderately adverse experience and the premium rate schedules are reasonably expected to be sustainable over the life of the forms with no future premium increases anticipated. Moderately adverse experience is defined as a situation that would cause the loss ratio to increase by less than 10% of the expected loss ratio.

I have reviewed and taken into consideration the policy design and coverage provided. I have reviewed and taken into consideration the current underwriting and claims adjudication processes.

The valuation basis for contract reserves which generates the net valuation premium is one year preliminary term using pricing claim costs at 4.0% interest (Year 2008) and 1994 GAM composited for Male and Female using the expected sales distribution. Terminations, other than mortality, do not exceed:

1. For policy years 1-4: the minimum of 80% of the voluntary lapse rate used in the calculation of gross premiums and 8%;
2. For policy years 5+, the minimum of 100% of the voluntary lapse rate used in the calculation of gross premiums and 4%.

The reserve assumptions contain reasonable margins for adverse experience. The equivalent level premiums are consistently in excess of the sum of the net valuation premium for renewal years and the average renewal expenses assumed in the pricing. The equivalent level premiums are not less than those other existing similar policy forms also available from Equitable Life & Casualty, except for reasonable differences attributable to benefits.

A handwritten signature in black ink, reading "Richard E. Klar, Jr." in a cursive script.

Richard E. Klar, Jr., ASA, MAAA
Corporate Actuary
Equitable Life & Casualty Insurance Company
3 Triad Center
Salt Lake City, UT 84180-1200
(801) 579-3414

June 25, 2008

EXHIBIT I

An Example Comparing Level Premium and Increasing Premium Schedule

Issue Age 50
\$150 Initial Daily Benefit
3 Year Facility Care – 90 Day Elimination Period
and 3 Year Home Health Care – 30 Day Elimination Period
5% Compound Inflation Protection for Life

Year	Level	Increasing Premiums
1	\$1,620	\$810
2	\$1,620	\$883
3	\$1,620	\$962
4	\$1,620	\$1,049
5	\$1,620	\$1,143
6	\$1,620	\$1,246
7	\$1,620	\$1,358
8	\$1,620	\$1,480
9	\$1,620	\$1,613
10	\$1,620	\$1,758
11	\$1,620	\$1,916
12	\$1,620	\$2,088
13	\$1,620	\$2,276
14	\$1,620	\$2,480
15	\$1,620	\$2,703
16	\$1,620	\$2,946
17	\$1,620	\$2,946
18	\$1,620	\$2,946
19	\$1,620	\$2,946
20	\$1,620	\$2,946
21	\$1,620	\$2,946
22	\$1,620	\$2,946
23	\$1,620	\$2,946
24	\$1,620	\$2,946
25	\$1,620	\$2,946
26	\$1,620	\$2,946
27	\$1,620	\$2,946
28	\$1,620	\$2,946
29	\$1,620	\$2,946
30	\$1,620	\$2,946
31	\$1,620	\$2,946
32	\$1,620	\$2,946
33	\$1,620	\$2,946
34	\$1,620	\$2,946
35	\$1,620	\$2,946
36+	\$1,620	\$0

EXHIBIT I
(continued)

Increasing Premium Schedule

Issue Age 50
\$150 Initial Daily Benefit
3 Year Facility Care – 90 Day Elimination Period
and 3 Year Home Health Care – 30 Day Elimination Period
5% Compound Inflation Protection for Life

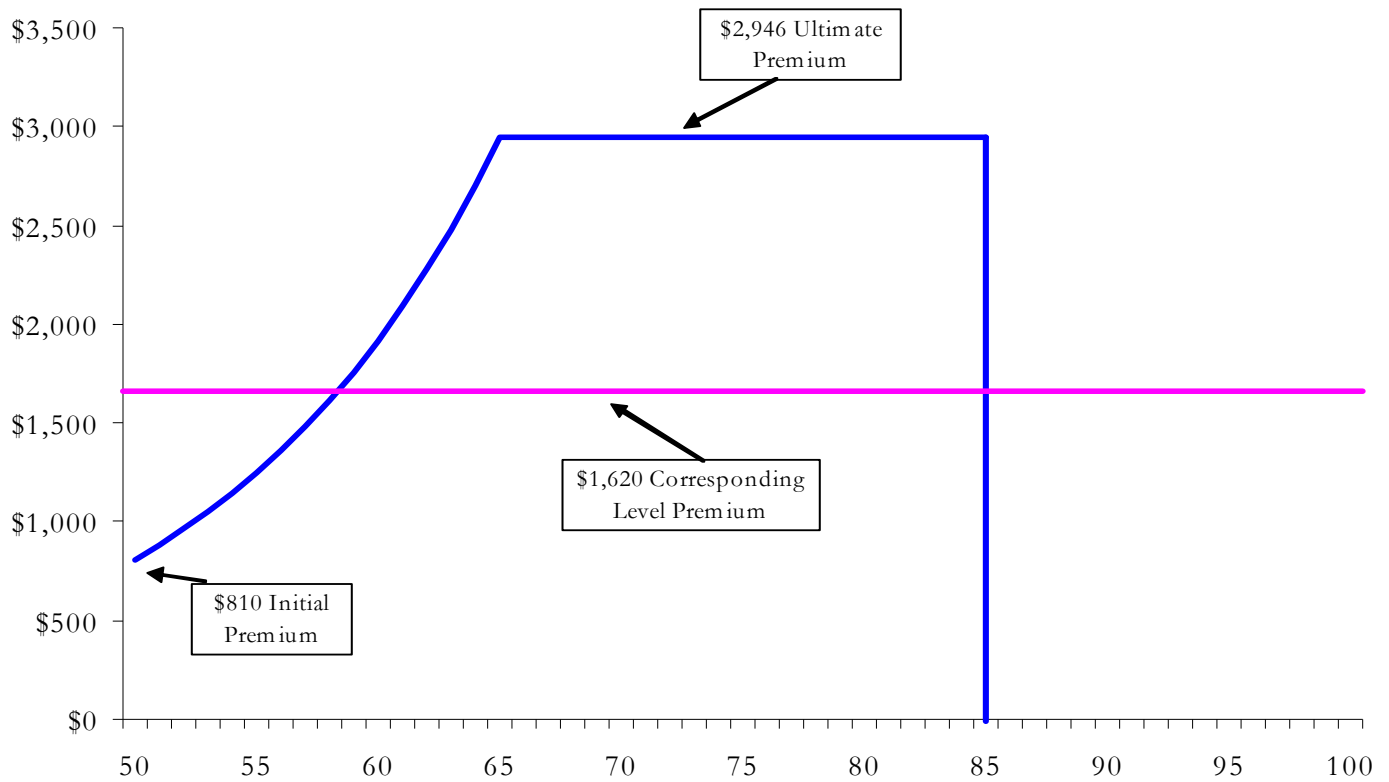


EXHIBIT II
EXPECTED LOSS RATIOS

\$1,000,000 Issued Premiums
(\$000 Omitted)

Year	Premiums	Claims	Ratios	Year	Premiums	Claims	Ratios
1	\$475	\$9	2%	26	\$1,280	\$1,016	79%
2	\$933	\$21	2%	27	\$1,204	\$1,138	94%
3	\$986	\$27	3%	28	\$1,129	\$1,268	112%
4	\$1,035	\$36	3%	29	\$1,053	\$1,408	134%
5	\$1,093	\$46	4%	30	\$978	\$1,538	157%
6	\$1,167	\$57	5%	31	\$845	\$1,649	195%
7	\$1,252	\$71	6%	32	\$721	\$1,783	247%
8	\$1,343	\$86	6%	33	\$666	\$1,940	291%
9	\$1,439	\$100	7%	34	\$612	\$2,089	341%
10	\$1,513	\$117	8%	35	\$559	\$2,199	393%
11	\$1,561	\$136	9%	36	\$439	\$2,256	514%
12	\$1,609	\$158	10%	37	\$330	\$2,330	706%
13	\$1,659	\$183	11%	38	\$301	\$2,422	806%
14	\$1,712	\$211	12%	39	\$272	\$2,489	916%
15	\$1,735	\$244	14%	40	\$243	\$2,497	1026%
16	\$1,724	\$281	16%	41	\$165	\$2,437	1481%
17	\$1,710	\$323	19%	42	\$94	\$2,390	2532%
18	\$1,695	\$370	22%	43	\$85	\$2,357	2785%
19	\$1,680	\$423	25%	44	\$75	\$2,295	3064%
20	\$1,646	\$483	29%	45	\$66	\$2,130	3231%
21	\$1,591	\$550	35%	46	\$31	\$1,948	6344%
22	\$1,536	\$625	41%	47	\$0	\$1,817	
23	\$1,479	\$709	48%	48	\$0	\$1,695	
24	\$1,422	\$802	56%	49	\$0	\$1,552	
25	\$1,356	\$904	67%	50	\$0	\$1,310	
Present Value @ 4%					\$25,296	\$14,804	59%

SERFF Tracking Number:	ELCC-125866749	State:	Arkansas
Filing Company:	Equitable Life & Casualty Insurance Company	State Tracking Number:	40634
Company Tracking Number:	2020FIPO AR		
TOI:	LTC03I Individual Long Term Care	Sub-TOI:	LTC03I.001 Qualified
Product Name:	EquiCare		
Project Name/Number:	2020FIPO AR/2020FIPO AR		

Supporting Document Schedules

	Review Status:	
Satisfied -Name: Certification/Notice		10/21/2008
Comments:		
Attachments:		
AR Flesch Certification.pdf		
Reg 19 Certification.pdf		
	Review Status:	
Satisfied -Name: Application		10/21/2008
Comments:		
See Form Schedule		
	Review Status:	
Satisfied -Name: Outline of Coverage		10/21/2008
Comments:		
See Form Schedule		
	Review Status:	
Satisfied -Name: FIPO FAQs		10/21/2008
Comments:		
Attachment:		
FIPO FAQ.pdf		
	Review Status:	
Satisfied -Name: Redlined Copies		10/21/2008
Comments:		
Attachments:		
Pages 1.2.3.19.20.21.28 LTC 2020 AR 08 redlined.pdf		
A-LTC-08 AR redlined.pdf		
OLC 2020 08 AR redlined.pdf		

CERTIFICATION

RE: LTC 2020 AR 08

This is to certify that the attached LTC 2020 AR 08, has achieved a Flesch Reading Ease Score of 41.7 and complies with the requirements of Arkansas Stat. Ann. 66-3251 through 6-3258 cited as the Life and Disability Insurance Policy Language Simplification Act.

Dated this October 21, 2008

EQUITABLE LIFE & CASUALTY INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Kendall R. Surfass". The signature is fluid and cursive, with the first name "Kendall" and last name "Surfass" clearly distinguishable.

By

Kendall R. Surfass

Vice President, Secretary and General Counsel

Arkansas Certification

I, Kendall R. Surfass, Vice President, Secretary and General Counsel, hereby certify that I have reviewed the policy forms being filed and find they are in compliance with Arkansas Rule and Regulation 19.

A handwritten signature in black ink, appearing to read "Kendall R. Surfass". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kendall R. Surfass

October 21, 2008

Date



3 Triad Center
Salt Lake City, Utah 84180-1200

Flexible Increasing Premium Option (FIPO) Benefits and FAQ

What's FIPO?

An extremely flexible premium structure (patent-pending) for LTCI, (as well as CII and Combo products), that typically has increasing premiums in early policy durations, leveled premiums at a pre-selected age (such as 62 or 65), and fully paid up at some later age, such as 85.

Primary FIPO Benefits for Policyholders / Insurers

- Provide appropriate and affordable coverage, which may include inflation protection, for LTCI, CII and Combo products.
- Enable consumers and insurers to overcome major price-point hurdles in traditional level premium policies.
- Tie premiums more closely, in real dollar terms, to either or both inflation-driven benefit increases and/or expected increases in disposable income. This permits consumers to select benefits that meet their needs along with a pricing pattern that meets their budget constraints.
- Reduce price competition and pressure on insurer margins.

FAQ

1. *How can FIPO help insurers generate greater LTCi sales?*

FIPO helps make LTCI protection available to a broad middle income / asset population that might otherwise be unable to afford adequate LTCI coverage. The FIPO target market ranges in age from 30 - 60, which makes it especially attractive for worksite and other sponsored groups.

2. *Why would customers choose FIPO over traditional level premium LTCI products?*

FIPO will be preferable to many potential buyers because it enables them to purchase adequate LTCI coverage at the earliest possible age, when it's most affordable and the buyer is most likely to be insurable.

FIPO also provides a better match of premiums to expected increases in disposable income prior to retirement, level premium at retirement and fully paid-up coverage at age 85, helping to assure appropriate coverage will remain affordable after retirement.

For many who can afford to purchase only relatively modest benefits on a level premium basis (e.g. inflation protection for only 10 or 20 years), FIPO provides greater buying power for purchase of more appropriate coverage (e.g. inflation protection for life with 5% compound benefit increases or higher daily benefits with longer maximum benefit period).

3. *What does a FIPO premium schedule look like?*

FIPO can be customized to fit most sales situations. A typical schedule starts at 1/2, 2/3, or 3/4 of the corresponding level premiums, with annual premium increases to a Cap Age where premiums then remain level, typically set at age 65 (or 62). Under current insurance regulations the Cap Age cannot be greater than 65.

Annual increases are usually a constant percentage but other patterns are possible. In its most flexible form, a FIPO schedule could be customized to meet an individual's specific financial needs.

4. *How does FIPO impact policy benefits?*

FIPO is a premium option. It applies to the basic plan and any riders and can be applied to virtually any package of benefits. Except for minor policy wording changes, it does not alter any other policy benefit or feature.

5. *How does FIPO compare with Guaranteed Purchase Option (GPO)?*

FIPO provides a clear advantage over GPO for affordability in later policy years. During the initial years, typical FIPO premiums may be roughly comparable to corresponding premiums for a policy with GPO. The important difference is that FIPO premiums remain level after the cap age, while

GPO premiums continue increasing in post-retirement years, reaching levels in later policy durations that are unaffordable for most seniors.

6. *How are FIPO premium schedules impacted if unfavorable claims or investment experience forces the insurer to increase future premiums?*

As with level premium plans, a constant percentage increase could be applied to future FIPO premiums for various classes of policyholders. In this situation, percentage increases required under FIPO would generally be lower than for level premium plans (since a greater portion of total premiums for each policyholder have not yet been paid at any given point in time under FIPO).

7. *Can FIPO be used with the National Partnership program?*

Yes. The intent of this program is to encourage the purchase of private LTCI with the promise of asset protection. For younger buyers especially, protection of their assets is dependent on the purchase of adequate inflation protection, and FIPO is a very effective vehicle for making this inflation protection affordable.

8. *How does FIPO interact with HSA plans?*

FIPO's increasing premium schedule is a better match with the increasing premium amounts allowed for funding LTCI in HSA's. The younger age HSA premiums allowable for LTCI can be synchronized quite closely with a FIPO premium schedule for any given choice of policy benefits, enabling FIPO policyholders to make better use of the HSA tax incentives.

Equitable Life & Casualty Insurance Company

LONG TERM CARE INSURANCE POLICY

Please Read Your Policy Carefully. This Policy is a legal contract between You and Us. ***This is intended to be a Tax Qualified Long Term Care Insurance Contract (see Page {27}).*** This IS NOT a Medicare Supplement policy. If You are eligible for Medicare please review the booklet entitled *Guide to Health Insurance for People with Medicare* that You received from Us.

Free Review Period: If for any reason You are not completely satisfied with this Policy, You can return it to Us at: Equitable Life & Casualty, 3 Triad Center, Salt Lake City, UT 84180-1200; or to the agent who sold it to You, within thirty (30) days after it was delivered to You. We will then refund the premium You paid to Us and consider this Policy to never have been issued.

Coverage for Pre-Existing Conditions: Benefits will be paid for all covered losses under this policy, even those caused by a sickness, injury or physical condition that existed before the Effective Date.

Consideration: In consideration of Your Application and the payment of the initial premium, this Policy will be in force until the first renewal date shown on Your Policy Schedule. ***Caution: The issuance of this Policy is based upon Your responses to the questions on Your Application. A copy of Your Application is attached. If Your answers are incorrect or untrue, We may have the right to deny benefits or rescind Your Policy, subject to the Time Limit on Certain Defenses (see Page {24}). The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: Equitable Life & Casualty, 3 Triad Center, Salt Lake City, UT 84180-1200, or call Us, toll free, at 1-800-352-5150.***

Policy Renewal Conditions: THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE {OR UNTIL THE MAXIMUM LIFETIME BENEFIT PERIODS ARE REACHED} -- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS. This means You have the right to continue this Policy as long as You pay Your premium on time. We cannot change any of the terms of Your Policy on Our own, except that in the future We may change premiums. We will not change the premium for this Policy during Your first year of coverage. Thereafter, We may change the premium {rate schedule} for Your Policy, but only if We change {the premium rate schedules}{them} for all policies like Yours in Your State on a premium class basis. A premium class is a population segment of insured persons with similar characteristics such as issue age, issue year, benefits selected and rate classification. Your premium will not increase due to a change in Your {age}, health or use of benefits. You will be notified in writing at least forty-five (45) days before any premium change.

{You have chosen a Premium Rate Schedule in which Your premium will increase each year based on Your age at that time until the Policy Anniversary after You reach age sixty-five (65). After that anniversary, Your premium will not increase due to Your age and on the Policy Anniversary after You reach age eighty-five (85). Your Policy will be considered paid up with no further premium due.}

Notice to Buyer: This Policy may not cover all of the costs associated with long term care incurred by You during the period of coverage. You are advised to carefully review all Policy limitations.

Effective Date: This Policy, as signed by Our President and Secretary, begins on the Effective Date shown on Your Policy Schedule.



President



Secretary

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In this Policy the words "You", "Your" and "Yourself" refer to the Insured (and Your Insured Spouse, if applicable) as listed on Your Policy Schedule. The words "We," "Us," and "Our" refer to Equitable Life & Casualty Insurance Company.

PLEASE READ YOUR POLICY CAREFULLY

You will find other words or terms that are capitalized because they are important and have special meanings. Many of these important words or terms are first defined in the section in which they appear in this Policy. Other important words or terms are found in the DEFINITIONS section beginning on Page {21}. Most special terms are listed in the Index of Special Terms & Phrases on the back of the Policy.

POLICY SCHEDULE

In this Policy We often refer to Your Policy Schedule. This Schedule is important. It provides You information about who is insured, Your premium, the types and amounts of benefits in Your Policy, including any additional benefits You have purchased.

{All the benefits and provisions listed on this Policy Schedule apply to Your Insured Spouse to the same extent as they apply to You, as if each of You had Your own separate Policy.}

Insured:	John Smith	Policy Number:	1234567
{Insured Spouse:	Jane Smith}	Initial Premium:	\$XXXX.XX
		Effective Date:	12/1/04
{Alternate Payor:	Bob Smith}	First Renewal Date:	12/1/05
		Policy Anniversary:	December 1

RENEWAL PREMIUMS*

	Annual	Semi-Annual	Quarterly	Monthly Bank Draft
Primary Policy	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Nonforfeiture Benefit	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Inflation Protection	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Return of Premium	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
TOTAL:	\$XXXX.XX	\$XXXX.XX	\$XXX.XX	\$XXX.XX

{The table above shows only the initial annual premium detail for Your Policy. The Premium Rate Schedule showing all future premiums is on page 28.}

*The Annual payment mode costs less per month than the Semi-Annual, Quarterly or Monthly Bank Draft payment modes. Please contact Our Policyowner Service Division, at {800-352-5170}, if You have any questions about Your payment options.

COACHING & CAREGIVER SUPPORT PROGRAM

An integral piece of this Policy is the Coaching & Caregiver Support Program. It overlays the Policy with access to an array of health promotion and everyday life options that allow You to design, with the assistance of trained health professionals, a personal plan that is intended to extend and maintain Your continued independence and enhance Your quality of life.

The Coaching & Caregiver Support Program is included in Your Policy for as long as Your Policy is in force, and is available to You whenever You feel You need to access this program and its services.

The Coaching & Caregiver Support Program is described in more detail beginning on Page 5.

{Shortened Benefit Period Nonforfeiture Benefit: If Your Policy has been in force for at least {three (3) years} {ten (10) years before You reach age 65 or at least two (2) years after You reach age 65}, and subsequently lapses due to nonpayment of premium, Your coverage under this Policy will continue and the lifetime benefits available to You will be equal to the total of all premiums You have paid.

Once You qualify for benefits, We will pay You the Eligible Charges You incur, up to the Facility Care or Home Care Daily Amount {, including increases accumulated under an Inflation Protection Benefit as of the date of lapse,} until the total of benefits You receive equals the total of all premiums You have paid. In no event will Your coverage under this benefit be for less than thirty (30) days of benefits.

EXAMPLE:

{If Your annual premium is \$1,000 and Your Policy lapses due to nonpayment of premium after 5 years, You would have paid a total of \$5,000 in premium.} {Your policy lapses due to nonpayment of premium after 10 years and You have paid a total of \$5,000 in premium.} Under this nonforfeiture benefit, You would then have \$5,000 in lifetime benefits available to You. If You later qualify for benefits, and Your daily amount is \$50, You could receive benefits for up to 100 days (\$50 x 100 = \$5,000). If Your Eligible Charges are less than \$50 per day, You would have a longer benefit period.

Nonforfeiture benefits are subject to the One-Time Elimination Period shown on Your Policy Schedule and all the terms, conditions, limitations and exclusions of Your Policy.}

{Automatic Compound Inflation Protection Benefits: Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) {three percent (3%)} of the previous year's Daily Amounts. {Your premium does not increase with the annual increase of Your Daily Amounts, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will terminate and no further premium will be due for this benefit when this Policy lapses for any reason, or when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page {26}).}

{Automatic Until Double Compound Inflation Protection Benefits: Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) of the previous year's Daily Amounts. These annual increases will cease once Your Facility Care and Home Care Daily Amount is double the amount You originally selected. {Your premium does not increase with the annual increase of Your Daily Amounts, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will terminate and no further premium will be due for this benefit when this Policy lapses for any reason, or when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page {26}).}

{Automatic Simple Inflation Protection Benefits: Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) {three percent (3%)} of the original Daily Amounts You selected. {Your premium does not increase with the annual increase of Your Daily Amounts, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will terminate and no further premium will be due for this benefit when this Policy lapses for any reason, or when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page {26}).}

{Deferred Compound Inflation Protection Benefits: After Your Policy has been in force for five (5) {ten (10)} years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) {three percent (3%)} of the previous year's Daily Amounts. {Your premium does not increase with the automatic increase of Your benefits, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will not apply when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page 25).}

{Deferred Simple Inflation Protection Benefits: After Your Policy has been in force for five (5) {ten (10)} years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on your Policy Anniversary by five percent (5%) {three percent (3%)} of the original Daily Amounts You selected. {Your premium does not increase with the automatic increase of Your benefits, subject to Our limited right to change premiums (see Page 1). }Your Policy Anniversary is {December 15}.

This benefit will not apply when this Policy is continued under any nonforfeiture benefit or the Extension of Benefits provision (see Page 25).}

CONTINGENT NONFORFEITURE BENEFITS

Contingent Nonforfeiture Rights: If You should receive a {non-scheduled} premium rate increase in the future, You will be notified of the new premium amount and You will be able to exercise one of the following options:

- a) Pay the increased premium and continue Your Policy in force as is; or
- b) Reduce Your Policy benefits to a level such that {Your premium will not increase}{there will be no increase in Your current premium rate schedule}; or
- c) Exercise Your long-term care nonforfeiture option, if You purchased it; or
- d) Exercise Your Contingent Nonforfeiture Rights.

{Should the premium rate for Your Policy increase in the future} {Should there be a non-scheduled change to Your premium rate schedule in the future} and You did not buy a long-term care nonforfeiture option, You may be eligible for Contingent Nonforfeiture Benefits. You will be eligible for Contingent Nonforfeiture Benefits if Your premium {rate schedule}, after a {non-scheduled} premium increase, exceeds Your original premium {rate schedule} by the percentage shown (or more) in the table on the next page, and You lapse Your Policy (do not pay Your premium) within 120 days of written notice to You of the rate increase.

If You have not selected options a), b), or c) mentioned above, and lapse Your Policy (do not pay Your premium) within 120 days of written notice of the rate increase, We will notify You that You have automatically exercised Your Contingent Nonforfeiture Rights.

Should You exercise Your Contingent Nonforfeiture Rights, Your Policy, with its reduced maximum benefit amount, will be considered "paid up" and no further premium will be due.

The minimum nonforfeiture credit is not less than 30 times Your Facility Care Daily Amount at the time of lapse, subject to Your new Maximum Lifetime Benefit Amount. The amount of coverage You will keep (Your new Maximum Lifetime Benefit Amount) will equal the total amount of all premium You have paid since Your Policy was first issued to You, minus any benefits paid. If You have already received benefits under Your Policy, so that the remaining Maximum Lifetime Benefit Amount is less than the total amount of premium You have paid, the amount of coverage You will keep will be that remaining amount. Except for this reduced Maximum Lifetime Benefit Amount, all other Policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Example: You buy Your Policy at age {65}{55} and pay {a \$1,000 annual}{Your} premium for 10 years. You have paid a total of \$10,000 in premium. In the 11th year You receive a {non-scheduled} rate increase of {50%, for a new annual premium of \$1,500,}{90%} and You decide to lapse Your Policy. Your new "paid-up" Maximum Lifetime Benefit Amount will be \$10,000, minus any benefits paid.

**CUMULATIVE {NON-SCHEDULED} PREMIUM INCREASE OVER {INITIAL}{ORIGINAL}
PREMIUM {SCHEDULE} THAT QUALIFIES FOR CONTINGENT NONFORFEITURE BENEFITS**

<u>Issue Age</u>	<u>% Increase Over {Initial}{Original} } Premium {Schedule}</u>	<u>Issue Age</u>	<u>% Increase Over {Initial}{Original} } Premium {Schedule}</u>	<u>Issue Age</u>	<u>% Increase Over {Initial}{Original} } Premium {Schedule}</u>
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		

LIMITATIONS AND EXCLUSIONS

This Policy does not cover any loss:

- For a Covered Service payable under Medicare or any Federal or State law or regulation (except Medicaid) unless an Eligible Charge is made which You must pay; or
- Resulting from war or an act of war, whether declared or undeclared; or
- Occurring outside the territorial limits of the United States, except for Worldwide Temporary Coverage Benefits (see Page 16); or
- Caused by Your alcohol or drug use, unless caused by following Your doctor's prescription or orders; or
- Caused by a self-inflicted injury or attempted suicide, whether You are sane or insane; or
- For Your prescription drug or non-prescription drug charges; or
- For any service You receive while this Policy is not in force, except as provided in the Extension of Benefits provision (see page {26}), the Extended Reinstatement provision (see Page {26}) or under the provisions of any nonforfeiture benefit.

DEFINITIONS

The following definitions of certain words or terms are listed in alphabetical order.

One-Time Facility Care Elimination Period: Means the number of days of Your covered stays in a Long Term Care Facility, for which You receive a Covered Service consistent with Your Plan of Care, before benefits are payable.

You need to satisfy Your One-Time Facility Care Elimination Period, as shown on Your Policy Schedule, only once during Your lifetime.

If You are hospitalized after the Effective Date of Your Policy, and within 30 consecutive days prior to Your covered stay in a Long Term Care Facility or during Your One-Time Facility Care Elimination Period, each day of Your hospitalization will be credited toward the satisfaction of Your One-Time Facility Care Elimination Period.

{PREMIUM RATE SCHEDULE

The annual premium rates in this schedule apply to Your Policy and will remain in effect subject to Our limited right to change premiums, as described on page 1.

The premium for Your Policy will increase each year on your Policy Anniversary until the Policy Anniversary after You reach age sixty-five (65). After that, Your premium will not increase due to your age and on the Policy Anniversary after You reach age eighty-five (85), Your Policy will be considered paid up with no further premium due.

Premium Rates

<u>Policy Year</u>	<u>Base Policy</u>	<u>{Nonforfeiture Benefit}</u>	<u>{Inflation Protection}</u>	<u>{Return of Premium}</u>	<u>Total</u>	<u>Payment Mode Total</u>
<u>{1</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>2</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>3</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>4</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>5</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>6</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>7</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>8</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>9</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>10</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>11</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>12</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>13</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>14</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX</u>	<u>\$XXXX.XX</u>
<u>15 – 35</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>	<u>\$XXXX.XX}</u>	<u>\$XXXX.XX</u>

As shown on Your Application, the mode in which You will pay Your Premium is {Monthly Bank Drafft}. Please contact our Policyowner Service Division, at {800-352-5170}, if You have any questions about Your payment options.}

Equitable Life & Casualty

Application - Individual Long Term Care Insurance

- ☐ New Business
☐ Coverage Change
☐ Add Spouse

Part I – Personal Information

Title: ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other _____

Applicant Last Name

Given Name (First / Middle)

Birthdate (mm/dd/yyyy)

SS #

Height

 ft in

Weight

 lbs

Gender

☐ Male ☐ Female

Living Status: ☐ Alone

☐ Spouse/partner

☐ Children

☐ Other _____

Street Address

City

State

Zip

Best Time to Call (3 hour interval): _____ to _____

Weekend Calls: ☐ Yes ☐ No

Daytime Phone: (____) - ____ - ____

Evening Phone: (____) - ____ - ____

Cell Phone (optional): (____) - ____ - ____

E-Mail Address (optional): _____

Title: ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other _____

2nd Applicant Last Name

Given Name (First / Middle)

Birthdate (mm/dd/yyyy)

SS #

Height

 ft in

Weight

 lbs

Gender

☐ Male ☐ Female

Living Status: ☐ Alone

☐ Spouse/partner

☐ Children

☐ Other _____

Relationship to Applicant

DOCTOR YOU USUALLY CONSULT - Your Primary Care Physician

Applicant:

Dr. Name (Last)

(First / Middle)

Street Address

City

State

Zip

Telephone

Date Last Seen - (mm-yyyy)

Reason Last Seen: _____

2nd Applicant:

☐ Same as Applicant

Dr. Name (Last)

(First / Middle)

Street Address

City

State

Zip

Telephone

Date Last Seen - (mm-yyyy)

Reason Last Seen: _____



Applicant:

Long Term Care Facility Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 60 Days
	<input type="checkbox"/> 4 Years - 1,460 days	<input type="checkbox"/> 90 Days
	<input type="checkbox"/> 3 Years - 1,095 days	<input type="checkbox"/> 120 Days
	<input type="checkbox"/> 2 Years - 730 days	<input type="checkbox"/> 150 Days
	<input type="checkbox"/> 1 Year - 365 days	<input type="checkbox"/> 180 Days
		<input type="checkbox"/> 365 Days

Home Care and Community Care Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 7 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 4 Years - 1,460 days	
	<input type="checkbox"/> 3 Years - 1,095 days	
	<input type="checkbox"/> 2 Years - 730 days	
	<input type="checkbox"/> 1 Year - 365 days	

Premium Option: ☐ Continuous Pay for Life
☐ Increasing Premiums to Age 65, Paid Up at Age 85*
 Initial Premium begins at: ☐ 50% ☐ 66 ²/₃%
 {Increase by % \$}

Risk Class Applied For:

☐ Elite ☐ Premier ☐ Select

Inflation Protection:

☐ % Compound ☐ % Simple
☐ % Deferred years ☐ Compound ☐ Simple
☐ 5% Compounded until double

or ☐ None: I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy, with and without inflation protection. I realize that based on current health care costs trends, the benefits provided by a long term care plan which does not have meaningful inflation protection may be significantly diminished in terms of real value to me, depending on the amount of time which elapses between the date I purchase the policy and the date on which I first become eligible to use them. Specifically, I have reviewed the inflation protection options and I reject inflation protection.

Nonforfeiture Benefit:

☐ Shortened Benefit Period or

☐ None: *Refusal of nonforfeiture option:* I have reviewed the outline of coverage and the explanation of nonforfeiture benefits and I reject the offered nonforfeiture option.

2nd Applicant Benefits Selection:

- ☐ The same benefits as Applicant
☐ A separate policy with the benefits checked below

Long Term Care Facility Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 60 Days
	<input type="checkbox"/> 4 Years - 1,460 days	<input type="checkbox"/> 90 Days
	<input type="checkbox"/> 3 Years - 1,095 days	<input type="checkbox"/> 120 Days
	<input type="checkbox"/> 2 Years - 730 days	<input type="checkbox"/> 150 Days
	<input type="checkbox"/> 1 Year - 365 days	<input type="checkbox"/> 180 Days
		<input type="checkbox"/> 365 Days

Home Care and Community Care Benefits

Daily Amount	Benefit Period	Elimination Period
\$ <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Unlimited Lifetime	<input type="checkbox"/> 0 Day
(\$50 up to \$500 in \$10 increments)	<input type="checkbox"/> 10 Years - 3,650 days	<input type="checkbox"/> 7 Days
	<input type="checkbox"/> 5 Years - 1,825 days	<input type="checkbox"/> 30 Days
	<input type="checkbox"/> 4 Years - 1,460 days	
	<input type="checkbox"/> 3 Years - 1,095 days	
	<input type="checkbox"/> 2 Years - 730 days	
	<input type="checkbox"/> 1 Year - 365 days	

Premium Option: ☐ Continuous Pay for Life
☐ Increasing Premiums to Age 65, Paid Up at Age 85*
 Initial Premium begins at: ☐ 50% ☐ 66 ²/₃%
 {Increase by % \$}

Risk Class Applied For:

☐ Elite ☐ Premier ☐ Select

Inflation Protection:

☐ % Compound ☐ % Simple
☐ % Deferred years ☐ Compound ☐ Simple
☐ 5% Compounded until double

or ☐ None: I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy, with and without inflation protection. I realize that based on current health care costs trends, the benefits provided by a long term care plan which does not have meaningful inflation protection may be significantly diminished in terms of real value to me, depending on the amount of time which elapses between the date I purchase the policy and the date on which I first become eligible to use them. Specifically, I have reviewed the inflation protection options and I reject inflation protection.

Nonforfeiture Benefit:

☐ Shortened Benefit Period or

☐ None: *Refusal of nonforfeiture option:* I have reviewed the outline of coverage and the explanation of nonforfeiture benefits and I reject the offered nonforfeiture option.

Part III – Initial Medical Questions

App.	<i>Please check "Yes" or "No" beside each question. If the answer to any part of this section (Part III) is "Yes", a policy cannot be issued to the person to whom the answer applies (do not submit).</i>	2nd App.
Yes No		Yes No

☐ ☐ 3a) In the past five years, have you had, been diagnosed, received treatment or taken medication for any of the following conditions?

- Alzheimer's disease or dementia • Memory loss requiring medical attention • Acquired Immune Deficiency Syndrome (AIDS) • HIV positive • Amputation due to disease • Cancer that spread beyond the original site • Recurrent cancer • Multiple myeloma • Cirrhosis of the liver • Hepatitis C • Kidney failure • Amyotrophic Lateral Sclerosis (ALS) • Myasthenia Gravis • Parkinson's disease • Multiple sclerosis • Systemic lupus • Organ transplant (excluding corneal) • Non-Hodgkin's Lymphoma • Polycythemia • Psychosis • Schizophrenia • Addison's Disease • Polycystic Kidney Disease • Asbestosis

☐ ☐ 3b) In the past two years:

☐ ☐ 1) Have you required supervision or assistance with Activities of Daily Living such as walking, eating, bathing, dressing, toileting, moving in or out of a bed or chair or taking medication?

☐ ☐ 2) Have any of the following been recommended, scheduled or received?

- Confinement to a Nursing Home or Assisted Living Facility • Home Health Care Services • Hospitalization due to mental illness • Treatment for alcohol or drug use • Kidney dialysis

☐ ☐ 3) Has surgery requiring general anesthesia been recommended or scheduled, but not completed?

☐ ☐ 4) Have you been prescribed a TENS (Transcutaneous electrical nerve stimulator) Unit?

☐ ☐ 3c) In the past 3 months have you used any of the following?

- Walker • 4-prong cane • Wheelchair • Motorized personal transport • Chair lift • Oxygen

☐ ☐ 3d) Have you ever had a defibrillator implanted?

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

☐ ☐

Part IV – Additional Medical Information

3

Applicant 2nd App.

List ALL prescription medications taken at any time in the past 12 months.
(use additional sheets if necessary)

	Prescription name	Reason taking	Dosage	Last used (mm/yy)	Name, address & phone number of prescribing doctor
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					

Part IV – Additional Medical Information (*continued*)

App. Yes No		Please check "Yes" or "No" beside each question. If "Yes", <u>circle</u> all diagnoses that are applicable. If questions 4a, 4b or 4c are answered "Yes", please provide details on next page.	2 nd App. Yes No	
<input type="checkbox"/>	<input type="checkbox"/>	4a) In the past 5 years, have you had, been diagnosed, received treatment or taken medication for:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	1) Disease or disorder of the heart or circulatory system, such as bypass surgery, angioplasty, heart attack, heart murmur, cardiomyopathy, high blood pressure, high cholesterol, irregular heartbeat, stroke, transient ischemic attack (TIA or mini-stroke), congestive heart failure, aneurysm, blood clot or poor circulation?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	2) Disease or disorder of the endocrine system, such as diabetes, pancreatitis or thyroid disorder?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	3) Internal cancer , melanoma, leukemia or Hodgkin's disease?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4) Disease or disorder of the genitourinary system, such as disorders of the prostate, bladder, kidneys or reproductive organs?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	5) Disease or disorder of the gastrointestinal system, such as disorders of the esophagus, stomach, liver, intestine or colon?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	6) Disease or disorder of the nervous system, such as seizures, epilepsy, tremor, neuropathy or post-polio syndrome?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	7) Disease or disorder of the blood or immune system such as anemia, blood clotting disorder or hemochromatosis?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	8) Disease or disorder of the musculoskeletal system such as osteoporosis, arthritis, broken bone(s), joint replacement, chronic pain, polymyalgia rheumatica or fibromyalgia?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	9) Disease or disorder of the respiratory system such as chronic obstructive pulmonary disease (COPD), emphysema, asthma, sleep apnea, sarcoidosis or use of a nebulizer?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	10) Disease or disorder of the eyes or ears such as macular degeneration, retinopathy or Meniere's disease?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	11) Disease or disorder of the skin or breasts such as fibrocystic disease, Paget's disease, breast lump, psoriasis, scleroderma, or skin ulcer?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	12) Fall(s) or injuries, forgetfulness, alcohol or drug use, confusion, anxiety, depression, bipolar disorder, fainting or blackout episode(s)?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	13) Numbness or tingling in the arms, hands, legs or feet, chest pain, weakness, dizziness, weight loss, chronic fatigue or difficulty with balance?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4b) In the past 5 years, have you seen any other physician not previously mentioned?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4c) Has a doctor scheduled or recommended any tests or workup to rule out disease or to determine the cause of your health concerns that have not been completed?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4d) In the past 12 months, have you used any tobacco products such as cigarettes, cigars, chewing tobacco, snuff or pipe?	<input type="checkbox"/>	<input type="checkbox"/>

Part IV – Additional Medical Information (*continued*)

Applicant
2nd App.

Provide details for each "Yes" answer in questions 4a, 4b, and 4c

	Reason seen / condition	Last seen (mm/yy)	Surgery date (if applicable)	Name, address & phone number of doctor or clinic
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> <input type="checkbox"/>				

5

Part V – Other Information

App.
Yes No

☐ ☐

1) Are you currently employed?

a. How many hours do you work per week?

b. In the past 12 months have you missed more than 5 days of work due to illness?

☐ ☐

2nd App.
Yes No

☐ ☐

☐ ☐

Applicant
2nd App.

List other information you feel should be considered by Equitable in evaluating your application

<input type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/> <input type="checkbox"/>	

Part VI – Insurance History

App. Yes No		2 nd App. Yes No
<input type="checkbox"/> <input type="checkbox"/>	6a) Do you have another long term care policy or certificate in force, including health care service contract or health maintenance organization contract? If “Yes”, provide details below.	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6b) Did you have another long term care insurance policy or certificate during the last (12) months that is no longer in force? If “Yes”, provide details below.	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6c) Are you covered by Medicaid?	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6d) Do you intend to replace any of your medical or health insurance coverage with this policy? If “Yes”, provide details below.	<input type="checkbox"/> <input type="checkbox"/>

Company	Policy/Certificate #	Benefit type & amounts	Paid to (mm/yy)	Replacement?*
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

** If “Yes”, remember to complete a replacement notice*

App. Yes No	If you answered “Yes” to question 6d above please complete questions 6f and 6g below.	2 nd App. Yes No
<input type="checkbox"/> <input type="checkbox"/>	6f) I have been made aware of and have considered: the potential adverse consequences of changes in my age and health as it relates to purchasing new insurance; the company’s right to challenge a claim generally within 2 years from the date of issue; and whether my current coverage could be modified to meet my needs.	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	6g) I have compared the benefits and premium rates of my current long-term care or other health insurance policy to those of the long term care policy for which I am applying.	<input type="checkbox"/> <input type="checkbox"/>

Part VII – Alternate Payor (Protection Against Unintended Lapse)

I understand that an Alternate Payor is a person other than myself who will receive notice of lapse or termination of my insurance policy for nonpayment of premium. My Alternate Payor will not be notified until thirty (30) days after a premium is due and unpaid.

- ☐ I elect NOT to designate an Alternate Payor, and waive my right to an Alternate Payor.
☐ I elect to designate an Alternate Payor, named below.

Alternate Payor – (First Name - MI - Last Name)

Address

City

State

Zip

Part VIII – Premium Payment & Administration

Payor if not Applicant: ☐ List Bill ☐ Other

Name

Address

City

State

Zip

Part VIII – Premium Payment & Administration (continued)

INITIAL Premium Paid:

\$, .

☐ Annual☐ Semi-Annual☐ Quarterly

☐ 2 months (for MBD)

Requested Effective Date if other than Application Date

-- (mm-dd-yyyy)

OR pay first 2 months by Credit or Debit Card (not available for renewal):

☐ MasterCard ☐ Visa

Cardholder's Name:

Card Number: - - - Expiration Date: -

Cardholder's Billing Address:

City: State: Zip:

RENEWAL: ☐ Direct Bill ☐ Bank Draft (Account Type: ☐ Checking ☐ Savings):

Bank Routing # (9 digits): Bank Account # (do not include check #): Select Draft Date:

Bank Name: _____

Name(s) of Depositor(s): _____

Please include a voided check. The first draft will occur on the premium-due date after the policy has been issued. Subsequent drafts will occur on or shortly following the selected draft day requested above (never before).

Part IX – Agreement & Acknowledgement

As part of the Long Term Care Application process, Equitable Life & Casualty has certain information that you should review as part of your decision to purchase our policy. Please indicate your receipt of this information:

- ☐ Outline of Coverage
- ☐ A Long Term Care Shopper's Guide – It lists the Senior Insurance Counseling program in your state
- ☐ Potential Rate Increase Disclosure Form
- ☐ If this Application is to replace another policy – Replacement Notice
- ☐ Notice of Information Practices and Privacy Policy
- ☐ If over age 65, a Medicare Buyers Guide

I HAVE READ AND FULLY UNDERSTAND the questions and my answers on this Application. To the best of my knowledge and belief they are true and complete. I understand the Company will conduct a telephone interview with me regarding the answers. I understand and agree the policy applied for will not take effect until issued by the Company, and that the agent is not authorized to extend, waive or change any terms, conditions or provisions of the policy.

Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Caution: If your answers on this application are incorrect or untrue, the Company has the right to deny benefits or rescind your policy.

☐ I authorize payment by Bank Draft, Credit or Debit Card if selected above.

Please read and acknowledge your understanding of the following requirements: no sponsor or endorser is involved or will receive any form of compensation for the use of your credit card. A failure to pay your credit card bill will not affect the premium payment. If your credit card company does not pay the premium for any reason, we will notify you of this and allow you a 30 day Grace Period to pay the premium due.

Signed at (City and State): _____ Date: - -

Signed Applicant: _____ 2nd Applicant _____

Witnessed by Agent: _____

Send policy to: ☐ Applicant ☐ Agent

Part X – Agent Supplement

Yes No
All questions must be completed.

- ☐ ☐ 1. Did you personally interview the applicant(s) and witness any signatures?
- ☐ ☐ 2. State the name and relationship of any other person present when this application was taken.
Name _____ Relationship _____
- ☐ ☐ 3. Did you review the application for correctness and any omissions?
- ☐ ☐ 4. Did the applicant(s) review the application for correctness and any omissions?
- ☐ ☐ 5. In the event we are unable to issue the policy as applied for, would the applicant(s) accept an alternative policy?
- ☐ ☐ 6. Do you wish the applicant(s) to be considered for the issuance of a life insurance policy?

If "Yes", Face Amount: Applicant \$_____,000 2nd Applicant \$_____,000

Beneficiary (Applicant) _____ Relationship (Applicant) _____

Beneficiary (2nd Applicant) _____ Relationship (2nd Applicant) _____

Listed below are all other health insurance policies I have (i) sold to the Applicant(s) which are still in force; and (ii) sold to the Applicant in the last 5 years which are no longer in force. If the Applicant(s) are replacing similar long-term care coverage now in force, have you determined that this coverage is not excessive compared to the Applicant's overall health care costs and their total premiums? ☐ Yes ☐ No ☐ No replacement involved

Applicant
2nd App.

<input type="checkbox"/> <input type="checkbox"/>	Company	Type of Policy	Effective Date	In Force
<input type="checkbox"/> <input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> <input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> <input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No

Agent #1 Signature _____ Date _____

Agent #2 Signature _____ Date _____

Agent #1 Name (please print) _____ Agent # _____ Split % _____

Agent #2 Name (please print) _____ Agent # _____ Split % _____

A-LTC-08 AR (Agent Supplement)

Page 8

Return to Company

Agent Checklist

The following Checklist is intended as a helpful reminder to you of the Forms to be submitted with an Application. Applications submitted without ALL required Forms delay the underwriting process until the Forms are submitted. *Forms to be submitted to the Home Office are marked "Return to Company" and have a bar code in the middle bottom area. All forms to be left with the Applicant are marked "Leave with Applicant" in the center bottom. When all Forms have been removed the remaining binder can be thrown away.*

Forms for the Home Office

See the Producers Guide for examples of completed Forms. Please print clearly.

- ☐ **Application** (A-LTC 08 AR) — All Sections must be completed
- ☐ **Health Information Authorization** (HHA-04) — **one for each Applicant** for the release of health information
- ☐ **Personal Worksheet** (SPW) — for suitability of sale compliance
- ☐ **Coverage Comparison** (CC) — for a replacement case or competing sale; when not applicable, destroy the form
- ☐ **Replacement Notice** (LTC-RN) — complete both Notices - when not a replacement case, destroy both forms

Forms for the Applicant

- ☐ Health Information Authorization(HHA-04)
- ☐ Replacement Notice (if needed) (LTC-RN)
- ☐ Outline of Coverage (OLC 2020 08 AR)
- ☐ Receipt
- ☐ Notice of Information Practices & Privacy Policy
- ☐ LTC Potential Rate Increase Disclosure
- ☐ Things You Should Know Before You Buy LTC Insurance

Other Items to Remember

Deliver the **Shoppers Guide to Long Term Care Insurance**. Applicants age 65 or older receive the **Guide to Health Insurance for People with Medicare**. Additional Forms can be ordered by calling 1-800-352-5125 or by visiting our exclusive producers website: www.EquiLine.com.

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Outline of Coverage

Equitable Life & Casualty
3 Triad Center
Salt Lake City, Utah 84180-1200
1-800-352-5150

Long Term Care Insurance **Outline of Coverage** **Policy Form 2020**

CAUTION: The issuance of this long term care insurance policy is based upon your responses to the questions on your application. A copy of your application is attached to your policy. If your answers are incorrect or untrue, the company may have the right to deny benefits or rescind your policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact the company at 3 Triad Center Salt Lake City, UT 84180-1200.

(1) POLICY DESIGNATION. This policy is an individual policy of insurance issued in the State of Arkansas.

(2) PURPOSE OF OUTLINE OF COVERAGE. This Outline of Coverage provides a very brief description of some of the important features of the policy. **This is not the insurance contract and only the actual policy provisions will control the rights and obligations of the parties to it.** The policy itself sets forth in detail those rights and obligations applicable to both you and your insurance company. It is very important, therefore, that you **READ YOUR POLICY CAREFULLY!**

(3) FEDERAL TAX CONSEQUENCES. This policy is intended to be a qualified long term care insurance contract as defined by the Internal Revenue Code §7702B(b), as amended.

4) TERMS UNDER WHICH THIS POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED.

THIS POLICY IS GUARANTEED RENEWABLE. PREMIUMS ARE SUBJECT TO CHANGE. This means you have the right, subject to the terms of your policy, to continue this policy as long as you pay your premiums on time. We cannot change any of the terms of your policy on our own, except that, in the future WE MAY INCREASE THE PREMIUM YOU PAY.

Waiver of Premium: Upon satisfaction of the One-Time Facility Care Elimination Period and after Long Term Care Facility Benefits have been paid for 90 consecutive days of a covered stay in a Long Term Care Facility, we will waive the payment of premium that becomes due for that insured

person during that stay. Waiver of Premium will end when benefits are no longer payable. Waiver of Premium does not apply to the receipt of Home Care and Community Care Benefits.

(5) TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS. We reserve the right to change your premium on any due date following your first year of coverage, but only if we change them for all policies like yours in your State on a premium class basis. A premium class is a population segment of insured persons with similar characteristics such as issue age, issue year, benefits selected and rate classification. Your premium will not increase due to a change in your health or use of benefits. Additionally, if You choose the Continuous Pay for Life Option, your premium will not increase due to a change in your age. If you choose the Graded Premium Option, your premium will increase each year based on your age until the policy anniversary after you reach age sixty-five (65). After that anniversary, your premium will not increase due to your age and on the policy anniversary after you reach age eighty-five (85), your policy will be considered paid up with no further premium due. You will be notified in writing at least forty-five (45) days before your premium changes.

(6) TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED. You have a 30 day right to look the policy over. If you are not satisfied, return the policy for a full refund. The policy also provides for a return of premium paid which covers a period beyond the month of your death or your cancellation of the policy.

(7) THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the *Guide to Health Insurance for People with Medicare* available from the insurance company. Neither Equitable Life & Casualty nor its agents represent Medicare, the Federal Government or any State Government.

(8) LONG-TERM CARE COVERAGE. Long term care insurance is designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, assisted living facility, in the community, or in the home. Coverage is provided for the benefits outlined in Paragraph (9). The benefits described in

Outline of Coverage

Paragraph (9) may be limited by the Limitations and Exclusions in Paragraph (10). The policy provides coverage in the form of reimbursement benefits for covered long-term care expenses incurred, subject to policy limitations.

(9) BENEFITS PROVIDED BY THIS POLICY.

(A) LONG TERM CARE FACILITY BENEFITS.

Long Term Care Facility Benefits: The policy will pay your Eligible Charges, up to the Facility Care Daily Amount, for Nursing Care Services you receive under a Plan of Care while you are confined to a Long Term Care Facility. These benefits are subject to the One-Time Facility Care Elimination Period and the Facility Care Maximum Benefit Period. A Long Term Care Facility may be known as a nursing home, intermediate care facility, skilled nursing facility, assisted living facility, residential care facility, personal care facility, hospice facility or an Alzheimer's care facility or unit.

Room Reservation Benefits: When you are eligible for benefits and are admitted as an in-patient to a hospital during a covered stay in a Long Term Care Facility, the policy will pay the Long Term Care Facility daily charge you incur, up to the Facility Care Daily Amount, to reserve your room for up to thirty (30) days of such charges in any twelve (12) month period. Days on which Room Reservation Benefits are paid are subject to the One-Time Facility Care Elimination Period and will count toward the Facility Care Maximum Benefit Period and Facility Care Maximum Lifetime Benefit Period.

Long Term Care Facility Restoration of Benefits: The policy will restore your Facility Care Maximum Benefit Period, subject to the Facility Care Maximum Lifetime Benefit Period, when: you are discharged from a covered stay in a Long Term Care Facility for which we paid benefits; and at least 180 consecutive days pass from the date you are discharged; and during all of that time you: can perform 5 or more Activities of Daily Living (ADLs) and do not require or receive Substantial Assistance; or are shown to be cognitively impaired but do not require or receive Substantial Supervision. Restoration of Benefits is subject the Facility Care Maximum Lifetime Benefit Period.

(B) HOME CARE AND COMMUNITY CARE BENEFITS.

Home Care and Community Care Benefits: The policy will pay your Eligible Charges, up to the Home Care Daily Amount, for each day you receive Home Care Services or Community Care Services under a Plan of Care, from a Home Care Provider or for Community Care Services in an Adult Day Care Facility. These benefits are subject to the One-Time Home Care Elimination Period and the Home Care Maximum Benefit Period. Home Care Services include nursing care; physical therapy; occupational therapy; speech therapy; medical-social services; nutritionist services;

supervision services; aide and homemaker services, and hospice care. Community Care Services are those services provided in an Adult Day Care Facility.

Informal Caregiver Benefits: The policy may pay, in lieu of all other Home Care or Community Care benefits, an amount up to 50% of the Home Care Daily Amount for Home Care Services provided by a qualified member(s) of your family or other qualified person(s), when: you are eligible for benefits; and your qualified family member(s) or other qualified person(s) is approved by us; and a Plan of Care for Informal Caregiver Benefits is pre-approved by us. Your qualified family member(s) or other qualified person(s) approved to provide Home Care Services to you cannot live with you, or you with them, while providing Home Care Services to you. Informal Caregiver Benefits are payable for up to a lifetime maximum of 365 days (1 year) of Home Care Services. Days on which Informal Caregiver Benefits are paid are subject to the One-Time Home Care Elimination Period and will count toward the Home Care Maximum Benefit Period and Home Care Maximum Lifetime Benefit Period.

Unpaid Caregiver Training Benefits: The policy will pay the charges incurred for the training of informal, unpaid caregivers to become qualified to provide Home Care Services to you. Unpaid Caregiver Training Benefits are payable when it is reasonably expected that the training of informal, unpaid caregivers will allow you to remain at home, or will make it possible for you to return home. The Unpaid Caregiver Training Benefit is a lifetime maximum amount that is equal to ten (10) times the Home Care Daily Amount. Payment of Unpaid Caregiver Training Benefits is not subject to the One-Time Home Care Elimination Period and will not count toward the Home Care Maximum Benefit Period or Home Care Maximum Lifetime Benefit Period.

Respite Benefits: When you are eligible for benefits, the policy will pay the Eligible Charges, up to the Facility Care Daily Amount for Long Term Care Facility services, or up to the Home Care Daily Amount for Home Care and Community Care services, when those services are provided to you while an informal, unpaid caregiver is temporarily relieved from providing those services to you. Respite Benefits will be paid for up to twenty-one (21) days of such charges in any twelve (12) month period. Days for which Respite Benefits are paid are not subject to the One-Time Elimination Periods and do not apply toward the Maximum Benefit Periods or Maximum Lifetime Benefit Periods.

Home Care and Community Care Restoration of Benefits: The policy will restore your Home Care Maximum Benefit Period, subject to the Home Care Maximum Lifetime Benefit Period, when: you no longer receive a Home Care Service or Community Care Service for which we paid benefits; and at least 180 consecutive days pass from the last date you

Outline of Coverage

received a Home Care Service or Community Care Service for which the policy paid benefits; and during all of that time you: can perform 5 or more Activities of Daily Living (ADLs) and do not require or receive Substantial Assistance; or are shown to be cognitively impaired but do not require or receive Substantial Supervision. Restoration of Benefits is subject the Home Care Maximum Lifetime Benefit Period.

(C) ADDITIONAL BENEFITS.

Look Back Benefits: You may have started receiving services in a Long Term Care Facility, or Home Care Services and Community Care Services, before a Plan of Care has been completed. During the development of your Plan of Care, the policy pays the Eligible Charges, up to the Daily Amount applicable to the benefits you are qualified to receive, for each day you receive a Covered Service(s) that would otherwise have been consistent with and payable under your Plan of Care, up to a maximum period of no more than twenty-one (21) consecutive days prior to the completion of your Plan of Care. Days for which Look Back Benefits are available are subject to the One-Time Elimination Periods and count toward the Maximum Benefit Period and Maximum Lifetime Benefit Period applicable to the benefits you are qualified to receive.

Worldwide Temporary Coverage Benefits: When you are eligible for benefits, the policy pays the charges incurred (in equivalent American dollars using the rate of exchange as of the date we process your benefits), up to the Daily Amount applicable to the benefits you are qualified to receive, if you 1) are traveling on a business trip or personal recreation trip outside of the United States which is not scheduled to exceed 90 days; and 2) receive a service that would be a Covered Service in a Plan of Care. Worldwide Temporary Coverage benefits are payable for up to 90 consecutive days of services. Days on which we pay Worldwide Temporary Coverage Benefits are subject to the One-Time Elimination Periods and count toward the Maximum Benefit Period and Maximum Lifetime Benefit Period applicable to the benefits you are qualified to receive. Worldwide Temporary Coverage Benefits are not payable for services received in any country where payment is prohibited under sanctions specified by the United States Department of the Treasury's Office of Foreign Assets Control.

Refund of Premium at Death: We will refund that part of any premium paid which covers the period beyond the policy month of the date of your death.

Alternate Care Benefits: When you are eligible for benefits, we may agree to pay benefits for services, supplies or equipment not covered in the policy, under a Plan of Care approved by us which would avoid, delay or reduce your stay in a Long Term Care Facility. Alternate Care Benefits may be payable when: 1) they are in lieu of Nursing Care

Services provided in a Long Term Care Facility covered in the policy; and 2) we determine they are an appropriate alternative that meets your care needs, while at the same time are a cost effective alternative for us; and 3) we pre-approve a Plan of Care for the payment of Alternate Care Benefits; and 4) the services provided are consistent with the Plan of Care. Days for which we pay Alternate Care Benefits are subject to the provisions of your policy with respect to any Covered Service(s) for which Alternate Care Benefits are a substitute. Payment of Alternate Care Benefits is subject to the One-Time Home Care Elimination Period, Home Care Daily Amount, Home Care Maximum Benefit Period and Home Care Maximum Lifetime Benefit Period.

Home Modification Expenses: When you are eligible for benefits, we may agree to pay benefits, as Alternate Care Benefits, for modifications to your Home which, if provided, would reasonably be expected to allow you to remain at Home or return Home. Home Modification Expenses must be pre-approved. Benefits payable for pre-approved Home modifications will be limited to a lifetime amount of no more than sixty (60) times the Home Care Daily Amount. Benefits paid for Home Modification Expenses will be divided by the Home Care Daily Amount and that number will be the number of days to be applied toward the current Home Care Maximum Benefit Period or next Home Care Maximum Benefit Period, whichever is applicable.

Christian Science Providers: When you are eligible for benefits, we may agree to pay benefits, as Alternate Care Benefits, for: services you receive which are provided to you in your Home by an accredited Christian Science Nurse listed in the Christian Science Journal; or services you receive while a resident inpatient in a Christian Science nursing organization/facility then currently recognized by the Commission for Accreditation of Christian Science Nursing Organizations / Facilities, Inc. Christian Science Providers benefits are payable when they are in lieu of Covered Services provided in facilities covered in the policy and are included in a Plan of Care pre-approved by us. Days for which Christian Science Providers benefits are paid are subject to the One-Time Elimination Periods, Daily Amounts, Maximum Benefit Periods and Maximum Lifetime Benefit Periods applicable to the benefits you are qualified to receive.

(D) ELIGIBILITY FOR PAYMENT OF BENEFITS.

You are eligible for benefits when you are determined to be Chronically Ill, which means:

- 1) You cannot perform, without Substantial Assistance, at least two (2) Activities of Daily Living (ADLs), for a period that is expected to last at least 90 consecutive days, due to a loss of functional capacity; or

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- 2) You require Substantial Supervision to protect you from threats to your health and safety due to a Severe Cognitive Impairment; and
- 3) We are provided with the written Assessment and certification of Licensed Health Care Practitioner designated by us of your inability to perform 2 or more ADLs or of your Severe Cognitive Impairment.

(E) CONDITIONS.

To receive the benefits in the policy, you must:

- a) Begin to receive care on or after the Effective Date; and
- b) Receive a Qualified Long Term Care Service that is a Covered Service consistent with a Plan of Care prescribed by a Care Planner; and
- c) Satisfy the One-Time Elimination Period applicable to the benefits you are qualified to receive; and
- d) Have not reached the Maximum Benefit Period or Maximum Lifetime Benefit Period applicable to the benefits you are qualified to receive.

(F) IMPORTANT DEFINITIONS.

Substantial Assistance: Means hands-on assistance; which is the continual physical assistance of another person without which you would be unable to perform any two (2) or more of the Activities of Daily Living (ADLs).

Activities of Daily Living (ADLs): For the purpose of determining if you are eligible for benefits in the policy, the following six (6) specific Activities of Daily Living are and mean:

1. **Bathing** -- Your ability to wash yourself by sponge bath in either a tub or shower, including the task of getting into or out of the tub or shower. It does not include only washing your hair.
2. **Continence** -- Your ability to maintain control of bowel and bladder function; or when you are unable to maintain control of bowel or bladder function, your ability to perform associated personal hygiene, including caring for a catheter or a colostomy bag.
3. **Dressing** -- Your ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. **Eating** -- Your ability to feed Yourself by getting food into your body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously. It does not include meal preparation or set-up.
5. **Toileting** -- Your ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.

6. **Transferring** -- Your ability to move into or out of a bed, a chair or a wheelchair. It does not include the task of getting into or out of a tub or shower.

Substantial Supervision: Means the continual direction and aid of another person, which may include cueing by verbal prompting, gestures or other demonstrations, that is necessary to protect you from threats to your health or safety including, but not limited to, such threats as may result from wandering.

Severe Cognitive Impairment: Means the deterioration or loss of your intellectual or mental capacity, as determined by clinical tests and evidence, resulting in Your need for Substantial Supervision to properly care for yourself and to protect you from threats to your health and safety.

Licensed Health Care Practitioner: Means a physician (as defined in Sec. 1861(r)(1) of the Social Security Act), a registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States.

Care Planner: Means a Licensed Health Care Practitioner designated by us, such as a registered nurse, licensed social worker or occupational therapist. This person must be licensed where required, act within the scope of that license and may not be related to you by blood or marriage.

Covered Service: Means a service you receive from an eligible caregiver for which a benefit may be payable under this policy. A Covered Service includes Community Care Services, Home Care Services, Nursing Care Services and Qualified Long Term Care Services.

Qualified Long Term Care Services: Means those necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services which are required by a Chronically Ill individual and provided in a Plan of Care prescribed by a Licensed Health Care Practitioner. Qualified Long Term Care Services DO NOT include: physician services; hospital (inpatient or outpatient) services; radiology or laboratory services; prescription or non-prescription drugs; medical supplies; transportation; or items and services requested by you for beautification, comfort, convenience or entertainment.

One-Time Elimination Period: Means the One-Time Facility Care Elimination Period, which is the number of days of a stay in a Long Term Care Facility before benefits are payable; and the One-Time Home Care Elimination Period, which is the number of days during which you receive a Home Care Service or Community Care Service before benefits are payable. Each One-Time Elimination Period needs to be satisfied only once.

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Maximum Benefit Period: Means the number of days we will pay benefits for Long Term Care Facility Benefits and for Home Care and Community Care Benefits, subject to the Maximum Lifetime Benefit Period.

Maximum Lifetime Benefit Period: Means the total number of days which we will pay Long Care Facility Benefits or Home Care and Community Care Benefits for all restored benefit periods.

Plan of Care: Means a written individualized plan of services developed by you and a Care Planner and approved by us, which specify your long term care needs, the type, frequency and providers of services appropriate to meet those needs, and the costs, if any, of those services. The Plan of Care will be modified by the Care Planner as required to reflect changes in your functional or cognitive abilities and your care service needs. Your Plan of Care may contain services which you choose to receive but which are not Covered Services payable under the policy.

(10) LIMITATIONS AND EXCLUSIONS. The policy contains no waiting period for pre-existing health conditions disclosed on the application.

This policy does not cover any loss:

- a) For a Covered Service(s) payable under Medicare or any Federal or State law or regulation (except Medicaid) unless an Eligible Charge is made which you must pay; or
- b) Resulting from war or an act of war, whether declared or undeclared; or
- c) Occurring outside the territorial limits of the United States, except for Worldwide Temporary Coverage Benefits; or
- d) Caused by your alcohol or drug use, unless caused by following your Doctor's prescription or orders; or
- e) Caused by a self-inflicted injury or attempted suicide, whether you are sane or insane; or
- f) For your prescription drug or non-prescription drug charges; or
- g) For any Covered Service you receive while this policy is not in force, except as provided in the Extension of Benefits provision, the Extended Reinstatement provision or under the provisions of any nonforfeiture benefit.

THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

(11) RELATIONSHIP OF COST OF CARE AND BENEFITS. Because the cost of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. For an additional premium payment, you may purchase one of the optional Inflation Protection Benefits described below. If you choose the Continuous Pay for Life Option, your premium will not increase with the automatic increase in benefits, subject to our limited right to change premiums.

Automatic Compound Inflation Protection Benefits: The Facility Care Daily Amount and Home Care Daily Amount automatically increase each year on your policy Anniversary by five percent (5%) or three percent (3%) of the previous year's Daily Amounts.

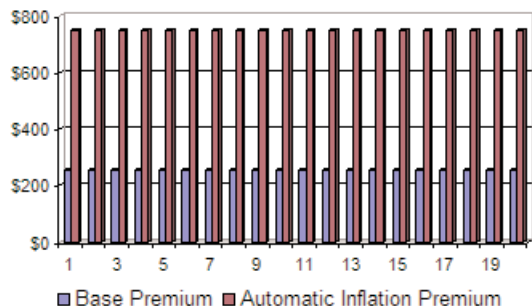
Automatic Until Double Compound Inflation Protection Benefits: The Facility Care Daily Amount and Home Care Daily Amount automatically increase each year on your policy Anniversary by five percent (5%) of the previous year's Daily Amounts. These annual automatic increases will be capped at twice the Facility Care Daily Amount and Home Care Daily Amount originally selected.

Automatic Simple Inflation Protection Benefits: The Facility Care Daily Amount and Home Care Daily Amount automatically increase each year on your policy Anniversary by five percent (5%) or three percent (3%) of the original Daily Amounts selected.

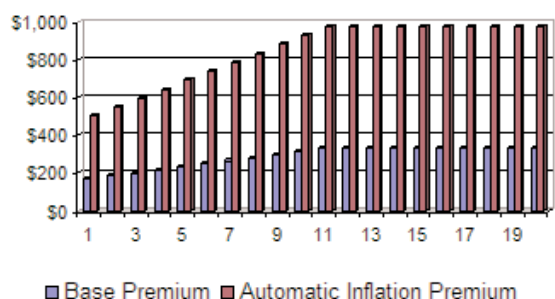
Deferred Compound Inflation Protection Benefits: After Your Policy has been in force for five (5) or ten (10) years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on Your Policy Anniversary by five percent (5%) or three percent (3%) of the previous year's Daily Amounts.

Deferred Simple Inflation Protection Benefits: After Your Policy has been in force for five (5) or ten (10) years, Your Facility Care Daily Amount and Home Care Daily Amount will automatically increase each year on your Policy Anniversary by five percent (5%) or three percent (3%) of the original Daily Amounts You selected.

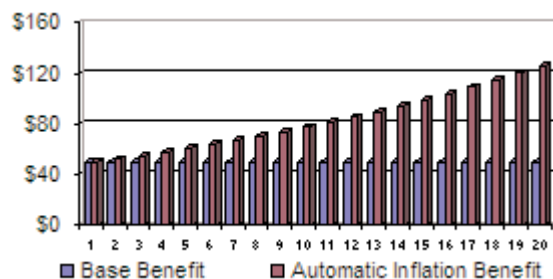
Automatic Compound Inflation Option: Premium by Policy Year - Continuous Pay for Life Option



Automatic Compound Inflation Option: Premium by Policy Year - Increasing Premium Option (Year 1 = Age 55 & Year 11 = Age 65)



Automatic Compound Inflation Option Benefits by Policy Year



(12) ALZHEIMER'S DISEASE, OTHER ORGANIC BRAIN DISORDERS, AND BIOLOGICALLY BASED BRAIN DISEASES/SERIOUS MENTAL ILLNESS.

The policy provides coverage for insureds clinically diagnosed as having Alzheimer's disease or related degenerative illnesses, and illnesses involving dementia; and biologically based brain diseases and serious mental illness.

(13) PREMIUM. Total annual premium for this policy, or if you choose the Increasing Premium Option, the total annual premium for the first year of coverage under this policy, including additional benefits purchased is _____. The policy has a 31-day Grace Period. This means if a premium is not paid on or before the date it is due, it may be paid dur-

ing the following 31 days. During the Grace Period the policy stays in force.

(14) OFFER OF NONFORFEITURE BENEFITS. There is a Nonforfeiture Benefit option offered with your policy for the payment of additional premium. If you select this nonforfeiture benefit, it will be included your policy.

Shortened Benefit Period: This option will keep benefits available to you should your policy lapse due to nonpayment of premium. If you later qualify for benefits, we will pay the eligible charges you incur, up to your daily amount until the amount of total benefits equals the total amount of premium paid by you. In no event, however, will you receive less than 30 days of benefits.

If you choose the Continuous Pay for Life Option, the policy must be in force for at least 3 years before this benefit is available. If you choose the Increasing Premium Option, the policy must be in force for at least 10 years before You reach age 65 or at least 2 years after You reach age 65 before this benefit is available.

In addition, the policy contains a Contingent Nonforfeiture Benefit that is included without the payment of additional premium.

Contingent Nonforfeiture Benefit: If you receive a premium rate increase in the future, or a non-scheduled change to your original premium rate schedule, you will be notified of the new premium amount and you will be able to exercise at least one of the following options: (a) pay the increased premium and continue your policy in force as is; (b) reduce your policy benefits to a level such that your current premiums or current premium schedule will not change; (c) exercise your long-term care nonforfeiture option, if purchased; or (d) exercise your Contingent Nonforfeiture rights. This option is available if you do not purchase a long-term care nonforfeiture option mentioned in (c) above.

Should the premium rate for your policy go up in the future and you did not buy a nonforfeiture option, you may be eligible for this Contingent Nonforfeiture Benefit. You will be eligible to keep coverage under this policy if your premium is increased, or there is a non-scheduled change to your original premium schedule, to a level that results in a substantial cumulative increase in the premium rates for the policy and you lapse your policy (do not pay any more premium due) within 120 days of the increase.

The minimum nonforfeiture credit shall not be less than 30 times the daily nursing home benefit at the time of lapse, subject to maximum benefits. The amount of coverage (your new lifetime maximum benefit amount) you will keep will equal the total amount of premiums you have paid since

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your policy was first issued to you. If you have already received benefits under the policy, so that the remaining lifetime maximum benefit amount is less than the total amount of premiums you have paid, the amount of coverage you will keep will be that remaining amount. Except for this reduced lifetime maximum benefit amount, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Should you choose this Contingent Nonforfeiture Benefit option, your policy, with this reduced maximum benefit amount, will be considered "paid-up" and no further premiums will be due.

If you have not elected options (a), (b), or (c) mentioned above, and lapse your policy (do not pay any more premium due) within 120 days of the increase, we will notify you that you have automatically elected to convert your policy to "paid-up" status.

(15) ADDITIONAL FEATURES. The policy is medically underwritten. We review your medical history before we issue the policy. Information about your medical history is always kept confidential.

Protection Against Unintentional Lapse: You may select a person (an Alternate Payor) to receive a notice of the renewal premium due if not paid during the Grace Period. Notice will not be given until 30 days after a premium is due and unpaid. Notice will be sent to you and your Alternate Payor by first class United States mail, postage prepaid. This notice shall be deemed to have been given as of 5 days after the date of mailing.

Extended Reinstatement: If the policy lapses due to your cognitive impairment or loss of functional capacity, we will reinstate the policy upon receiving proof of such impairment within 6 months of the date of lapse and the payment of all past due premium.

Rate Guarantee: We will not change the premium for this policy during your first year of coverage. Thereafter, the company reserves the right to change premium rates for all policies of the same class. We will notify you at least 45 days before any premium change.

The Coaching and Caregiver Support Program: An integral piece of the policy is the Coaching & Caregiver Support Program. It overlays the policy with access to an array of health promotion and everyday life options that allow you to design, with the assistance of trained health professionals, a personal plan that is intended to extend and maintain your continued independence and enhance your quality of life. The Coaching & Caregiver Support Program is included in the policy for as long as you have it, and is available to you whenever you feel you need to access this program and its services. The Coaching & Caregiver Support Program is described in detail in the policy.

(16) CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE POLICY.

The State Health Insurance Assistance Program in your state is listed in the *Shopper's Guide to Long-Term Care Insurance*.